



**DEPARTMENT OF PUBLIC HEALTH**

**INVITATION FOR BIDS (IFB)**  
**FOR**  
**ORAL HEALTH**  
**COLLABORATIVE CONSORTIUM SERVICES**

**IFB #2019-002**

JULY 2019

Prepared By

County of Los Angeles  
Department of Public Health  
Contracts and Grants Division

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

#### 1.1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH), Oral Health Program (OHP) is issuing this Invitation for Bids (IFB) to solicit bids for a contract with an organization that can provide Oral Health Collaborative Consortium services which include, but are not limited to: providing and/or hiring personnel to staff the Oral Health Collaborative Consortium (OHCC) for Los Angeles County; participating in community engagement and outreach services to implement the Los Angeles County DPH OHP Community Oral Health Improvement Plan (COHIP); hosting two Oral Health Summits; and completing a final report summarizing activities and accomplishments related to implementing the COHIP.

The OHCC will be responsible for implementing COHIP objectives throughout Los Angeles County (LAC) through community outreach services, leadership, and working within each of the four LAC Mega Service Planning Areas (Mega SPAs) to address the oral health needs of that community. The OHCC will be comprised of at least one Project Manager, four Mega SPA Liaisons, and one Staff Assistant, as described in Appendix B-1, Statement of Work. In an effort to collaborate and share data with oral health providers, stakeholders, organizations, and community leaders, OHP also plans to host two Oral Health Summits and provide a final report on COHIP implementation activities throughout LAC.

#### 1.1.2 Background

Since 1990, DPH OHP has been dedicated to improving the oral health of LAC residents by increasing dental health literacy through training, education, community engagement, and emphasizing that oral health is an essential part of overall health. OHP advances educational programs directed at parents, children, caregivers, and medical staff to prevent tooth decay and promote the benefits of water fluoridation. OHP, in collaboration with the Department of Health Services, also conducts site visits to ensure that every community clinic receiving County funds provides dental care at or above community standards and ensures that California regulations and professional guidelines are met.

In 2018, OHP received funds through Proposition 56, the California Healthcare, Research, and Prevention Tax Act of 2016, to support California's Oral Health Plan. With these funds, OHP has established an infrastructure and built the capacity to address the oral health needs of LAC residents by developing a five-year strategic plan known as the Los Angeles County DPH OHP Community Oral Health Improvement Plan (COHIP), described in Appendix M. To help achieve the objectives of the COHIP, OHP now plans to create and establish the OHCC for LAC. This will enable OHP to plan, implement, and coordinate evidence-based

dental health programs to prevent oral diseases and meet the funding requirements of Proposition 56.

### 1.1.3 Availability of Funding

The funding for Oral Health Collaborative Consortium services will come from the California Department of Public Health. DPH anticipates recommending one contract to provide these services in amounts not to exceed \$635,000 for Year 1 (date of contract execution through June 30, 2020); \$770,000 for Year 2 (July 1, 2020 through June 30, 2021); and \$777,000 for Year 3 (July 1, 2021 through June 30, 2022). The County reserves the right to adjust the funding amount and allocation of funds.

The available funds and the number of contracts are estimates and are subject to change. The amount of funding available to support these services is also subject to the availability of funds from local, State, and federal resources.

## 1.2 Overview of the Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the bids will be reviewed and selected.
- **APPENDICES:**
  - A - **Sample Contract:** Lists the terms and conditions in the resultant contract.
  - B-1 - **Statement of Work:** Explains in detail the work to be performed under the contract.
  - B-2 - **Scope of Work:** Explains in detail the specific objectives, activities, timelines, and service deliverables to be completed under the contract.
  - C - **Budget Instructions:** Provides instructions for completing the Budgets in Exhibit 3 of Appendix D – Required Forms.
  - D - **Required Forms:** Forms required to be completed and included in this bid.

- E - **Transmittal Form to Request a Solicitation Requirements Review:** The Form a Bidder must submit to DPH in order to request a Solicitation Requirements Review.
- F - **County of Los Angeles Policy on Doing Business with Small Businesses:** County policy.
- G - **Jury Service Ordinance:** County policy.
- H - **Listing of Contractors Debarred in Los Angeles County:** Contractors that are not allowed to contract with the County for a specific length of time.
- I - **Internal Revenue Service (IRS) Notice 1015:** Provides information on the federal Earned Income Credit.
- J - **Safely Surrendered Baby Law:** County program.
- K - **Background and Resources for California Charities Regulation:** Information sheet to assist non-profit agencies comply with SB 1262, the Non-Profit Integrity Act of 2004, and identify available resources.
- L - **Defaulted Property Tax Reduction Program:** County policy.
- M - **Los Angeles County Department of Public Health Oral Health Program Community Oral Health Improvement Plan (COHIP):** Provides details on the COHIP.
- N - **Los Angeles County Department of Public Health Oral Health Program Community Oral Health Improvement Plan (COHIP) Workgroups:** Provides details on the six COHIP Workgroups.
- O - **Los Angeles County Mega Service Planning Areas (Mega SPAs) Map:** Provides details on the four Mega SPAs.
- P - **Los Angeles County Community Water Fluoridation Status, 2014:** Provides details on the water fluoridation status of communities throughout Los Angeles County.
- Q - **Los Angeles County Dental Deserts:** Provides details and a map of the areas in Los Angeles County that lack oral health/dental services.

### 1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments. For convenience, a description of specific definitions can be found in Appendix B-1 – Statement of Work, Paragraph 5.0 – Definitions.

### 1.4 Bidder's Minimum Mandatory Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Appendix B-1 – Statement of Work, and

in Appendix B-2 – Scope of Work, of this IFB are invited to submit bids, provided they meet the following requirements. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the bidder’s Minimum Mandatory Requirements.**

1.4.1 Bidder must have a minimum of three years’ experience, within the last five years, providing community outreach or community engagement services related to the fields of public health, health, and/or oral health.

1.4.2 Bidder must have a minimum of three years’ experience, within the last five years, working with at least one of the following types of organizations: hospitals, community health clinics, health centers, dental clinics, schools, or health advocacy groups; AND demonstrate that the work was related to at least one of the following: 1) health education or health advocacy, or 2) conducting research or completing reports on public health, health, and/or oral health programs.

Bidder must provide a written narrative in the Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements form (Exhibit 2 of Appendix D – Required Forms) that clearly demonstrates that Bidder meets the above-referenced requirements, including a description of:

- a) the number of years of experience and specific dates;
- b) the types and names of the organizations worked with; and
- c) the type of work performed.

1.4.3 If Bidder’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the County, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that the Bidder does not have unresolved disallowed costs.

## 1.5 County’s Rights and Responsibilities

The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to Bidders on the following websites:

County of Los Angeles Department of Public Health  
Contracts and Grants Division  
<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us  
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Bidder's responsibility to check the above-referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the bid not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

The County shall in no way be liable or responsible to a Bidder or any third party for any costs incurred in connection with the preparation or submission of any bid, the modification of any of the Bidder's operations in responding to this IFB, a Bidder's protest of the contract award process, and/or the contract negotiation process.

**1.6 Contract Term**

The contract term shall be effective upon date of execution and shall continue for a period of up to three years, unless sooner terminated or extended in whole or in part, as specified in Appendix A – Sample Contract, Paragraph 4.

The County shall have the sole option to extend the contract term for up to three additional years, for a maximum total contract term of six years. Each such option shall be exercised at the sole discretion of the Director of DPH (Director), or designee, as authorized by the County of Los Angeles Board of Supervisors (Board), subject to contractor performance and the availability of funding.

**1.7 Contract Rates (intentionally omitted)**

**1.8 Days of Operation**

The contractor shall be required to provide Oral Health Collaborative Consortium services during the days and hours listed in Appendix B-1 – Statement of Work, Paragraph 7.0.

**1.9 Contact with County Personnel**

Any contact regarding this IFB or any matter relating thereto must be in writing and e-mailed to:

Naylene Pichon, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
1000 South Fremont Avenue, Unit 101  
Building A-9 East, 5<sup>th</sup> Floor North  
Alhambra, California 91803  
E-mail: [npichon@ph.lacounty.gov](mailto:npichon@ph.lacounty.gov)

If it is discovered that a Bidder contacted and received information from any County personnel other than the person specified above regarding this solicitation, County, in its sole discretion, may disqualify their bid from further consideration.

### **1.10 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **1.11 Mandatory Requirement to Register on County's WebVen**

Prior to contract award, all potential contractors **must register** on the County's vendor registration website (WebVen), if not already registered. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

### **1.12 County Option to Reject Bids or Cancel Solicitation**

The County may, at its sole discretion, reject any or all bids submitted in response to this solicitation. In addition, the IFB process may be canceled at any time if the Director determines, in her sole discretion, that a cancellation is in the best interest of the County. The County shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any bid. The County reserves the right to waive inconsequential disparities in a submitted bid. The County, in its sole discretion, may elect to waive any error or informalities in the form of a bid or any other disparity, if, as a whole, the bid substantially complies with the IFB's requirements.

### **1.13 Protest Process**

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the section below. It is the responsibility of the Bidder challenging the decision of a County department to demonstrate that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all

cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.13.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Section 2.4)
- Review of a Disqualified Bid (Section 3.4)
- Review of Department's Proposed Contractor Selection (Section 3.5)

**1.14 Notice to Bidders Regarding the Public Records Act**

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when: (1) contract negotiations are complete; (2) DPH receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) DPH releases a copy of the recommended Bidder's bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the DPH's Bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid as confidential shall not be deemed sufficient notice of exception. Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

**1.15 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in Appendix A – Sample Contract, Paragraph 11. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A – Sample Contract, Paragraph 13.

**1.16 Injury and Illness Prevention Program (IIPP)**

Contractor shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

**1.17 Background and Security Investigations**

Background and security investigations of contractor’s staff shall be required as a condition of beginning and continuing work under the resulting contract, pursuant to Appendix A – Sample Contract, Paragraph 23, Sub-paragraph D. The cost of background checks is the responsibility of the Bidder.

**1.18 Confidentiality and Independent Contractor Status**

As appropriate, the contractor shall be required to comply with the Confidentiality provision contained in Appendix A – Sample Contract, Paragraph 9, and the Independent Contractor Status provision contained in Appendix A – Sample Contract, Paragraph 53.

**1.19 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a contractor for this IFB, or any competing IFB, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D – Required Forms, Exhibit 6 – Certification of No Conflict of Interest.

**1.20 Determination of Bidder Responsibility**

1.20.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Bidders.

1.20.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors, and of which the Bidder had no knowledge, shall not be the basis of a determination that the Bidder is not responsible.

- 1.20.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the apparent highest-ranked Bidder may not be responsible, DPH shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board that the Bidder be found not responsible. DPH shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for DPH's recommendation.
- 1.20.5 If the Bidder presents evidence in rebuttal to DPH, then DPH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder shall reside with the Board.
- 1.20.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

**1.21 Bidder Debarment**

- 1.21.1 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar a Bidder from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.21.2 If there is evidence that the apparent highest-ranked Bidder may be subject to debarment, DPH shall notify the Bidder in writing of the

evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where: (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 1.21.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.
- 1.21.9 Appendix H – Listing of Contractors Debarred in Los Angeles County provides a link to the County’s website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

**1.22 Bidder’s Adherence to County’s Child Support Compliance Program**

Bidders shall 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (County Code Chapter 2.202).

**1.23 Gratuities**

**1.23.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder’s provision of the consideration may secure more favorable treatment for the Bidder in the award of a contract or that the Bidder’s failure to provide such consideration may negatively affect the County’s consideration of the Bidder’s submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

**1.23.2 Bidder Notification to County**

A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Bidder’s submission being eliminated from consideration.

**1.23.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**1.24 Notice to Bidders Regarding the County Lobbyist Ordinance**

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the Familiarity of the County Lobbyist Ordinance Certification form (Exhibit 7 of Appendix D – Required Forms), as part of their bid.

**1.25 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I – The Internal Revenue Service (IRS) Notice No. 1015.

**1.26 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the Attestation of Willingness to Consider GAIN/GROW Participants form (Exhibit 9 of Appendix D – Required Forms), along with their bid.

**1.27 County’s Quality Assurance Plan**

After contract award, the County or its agent will monitor the contractor’s performance under the contract on a periodic basis. Such monitoring will include assessing the contractor’s compliance with all terms and conditions in the contract and performance standards identified in Appendix B-1 – Statement of Work, and Appendix B-2 – Scope of Work. Contractor’s deficiencies which the County determines are significant or continuing and that may jeopardize performance of

the contract will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

**1.28 Recycled Bond Paper**

Bidder shall be required to comply with the County’s policy on recycled bond paper as specified in Appendix A – Sample Contract, Paragraph 68.

**1.29 Safely Surrendered Baby Law**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J – Safely Surrendered Baby Law. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**1.30 Jury Service Program**

The prospective contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G – Jury Service Ordinance, and the pertinent jury service provisions of Appendix A – Sample Contract, Paragraph 31, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both contractors and their subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of the contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-

term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.30.2 There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor". The Jury Service Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) 10 or fewer employees; 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.30.3 If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Jury Service Program Certification Form and Application for Exception (Exhibit 10 of Appendix D – Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

### **1.31 Overview of County's Preference Programs**

- 1.31.1 The County has three preference programs: the Local Small Business Enterprise (LSBE), Social Enterprise (SE), and Disabled Veterans Business Enterprise (DVBE) programs. The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 1.31.2 The preference programs (LSBE, SE, and DVBE) require a business to complete certification prior to requesting a preference in a solicitation. These programs and how to obtain certification are further explained in Sections 1.32, 1.34, and 1.35 of this solicitation.

- 1.31.3 In no case shall the preference programs (LSBE, SE, and DVBE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 1.31.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, SE, or DVBE when not qualified.
- 1.31.5 The County also has a policy on Doing Business with Small Businesses, described in Appendix F.

### **1.32 Local Small Business Enterprise (LSBE) Preference Program**

- 1.32.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030D.1 of the Los Angeles County Code. An LSBE is defined as:
  - 1) A business certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or
  - 2) A business certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that:
    - a) has its principal place of business located in Los Angeles County; and
    - b) has revenues and an employee size that meet the State's Department of General Services requirements.

The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE preference in a solicitation.

- 1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 1.32.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Consideration form (Exhibit 4 of Appendix D – Required Forms) and submit a letter of certification from the DCBA with their bid.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

### **1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**1.34 Social Enterprise (SE) Preference Program**

1.34.1 The County will give SE preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:

- 1) A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce, or providing social, environmental, and/or human justice services; and
- 2) A business certified by the DCBA as an SE.

1.34.2 The DCBA shall certify that an SE meets the criteria set forth in Section 1.34.1 above.

1.34.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Consideration form (Exhibit 4 of Appendix D – Required Forms) and submit a letter of certification from the DCBA with their bid.

1.34.4 Further information on SEs is also available on the DCBA’s website at: <http://dcba.lacounty.gov>.

**1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program**

1.35.1 The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

- 1) A business certified by the State of California as a DVBE; or
- 2) A business verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration; or
- 3) A business certified by the U.S. Department of Veteran Affairs as a DVBE; or
- 4) A business certified as a DVBE with other certifying agencies pursuant to DCBA’s inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.35.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA’s inclusion policy that meets the criteria set forth by the agencies in Section 1.35.1 above.

1.35.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Consideration form (Exhibit 4 of Appendix D – Required Forms) and submit a letter of certification from the DCBA with their bid.

1.35.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

**1.36 Notification to County of Pending Acquisitions/Mergers by Bidding Company**

The Bidder shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger. This information shall be provided on the Bidder's Organization Questionnaire/Affidavit and CBE Information form (Exhibit 1 of Appendix D – Required Forms). Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

**1.37 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix A – Sample Contract, Exhibit F.

**1.38 Bidder's Charitable Contributions Compliance**

1.38.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix K – Background and Resources for California Charities Regulation. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

- 1.38.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification form (Exhibit 11 of Appendix D – Required Forms). The Charitable Contributions Certification form is a required part of any agreement with the County.
- 1.38.3 In the Charitable Contributions Certification form, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**
  - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.38.4 Prospective contractors that do not complete the Charitable Contributions Certification form as part of the solicitation process may, in the County’s sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

**1.39 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County’s Defaulted Property Tax Reduction Program (“Defaulted Tax Program”) (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Property Tax Reduction Program, Appendix L, and the pertinent provisions of the Sample Contract, Appendix A, Paragraphs 84 and 85, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County’s Defaulted Property Tax Reduction Program (Exhibit 12 of Appendix D – Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

**1.40 Time Off for Voting**

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

**1.41 Bidder's Acknowledgement of County's Commitment to the Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete the Zero Tolerance Policy on Human Trafficking Certification form (Exhibit 13 of Appendix D – Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 – Compliance with County's Zero Tolerance Policy on Human Trafficking of Appendix A – Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**1.42 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

1.42.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.42.2 Upon contract award or at the request of the A-C and/or DPH, the contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.42.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.42.4 Upon contract award or at any time during the duration of the agreement/contract, a contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

**1.43 Bidder’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Board approved a Fair Chance Employment policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History.

Contractors are required to complete the Compliance with Fair Chance Employment Hiring Practices Certification form (Exhibit 16 of Appendix D – Required Forms), certifying that they are in full compliance with Government Code Section 12952, as indicated in Appendix A – Sample Contract. Further, contractors are required to comply with the requirements under Government Code Section 12952 for the term of any contract awarded pursuant to this solicitation.

**1.44 Protection of Electronic County Information**

**1.44.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) – Data Encryption Standard**

1.44.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the “Encryption Standards”). Contractors shall become familiar with the Encryption Standards and the pertinent provisions of Appendix A – Sample Contract, Paragraph 45 both of which are incorporated by reference into and made a part of this solicitation.

1.44.1.2 Bidders shall be required to complete the Vendor’s Compliance with Encryption Requirements form (Exhibit 14 of Appendix D – Required Forms) providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Contractors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

1.44.1.3 Contractors’ use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by contractors in Exhibit 14 and shall be subject to written pre-approval by the County’s Chief Executive Office. Any use of remote servers may subject the contractor to additional encryption requirements for such remote servers.

**1.44.2 Encryption Standards:**

1.44.2.1 **Stored Data:**

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57, Recommendation for Key Management - Part 1: General (Revision 3);
- c) NIST Special Publication 800-57, Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

1.44.2.2 **Transmitted Data:**

All transmitted (e.g., network) County PI, PHI, and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57, Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**2.0 INSTRUCTIONS TO BIDDERS**

This section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their bid.

**2.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

**2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid shall be sufficient cause for rejection of the bid. The evaluation and determination in this area shall be at the Director’s sole judgment and her judgment shall be final.

**2.3 IFB Timetable**

- Release of IFB .....July 29, 2019
- Written Questions Due by 3:00 PM.....August 5, 2019
- Request for a Solicitation Requirements Review Due.....August 12, 2019
- Questions and Answers Released.....August 16, 2019
- **Bids due by 3:00 PM..... September 3, 2019**

All times listed above and throughout this IFB are Pacific Time (PT).

**2.4 Solicitation Requirements Review**

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E – Transmittal Form to Request a Solicitation Requirements Review to the contact person identified in Section 1.9, Contact with County Personnel. A request for a Solicitation Requirements Review may be denied, in DPH’s sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in Section 2.3 above, IFB Timetable (generally within 10 business days from the issuance of the solicitation document);
2. The request includes documentation (e.g., letterhead, business card, etc.) that identifies the underlying authority of the person or entity to submit a bid;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from the prospective contractor.

The Solicitation Requirements Review shall be completed and DPH's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

### **2.5 Bidders' Questions**

Bidders may submit written questions regarding this IFB by e-mail with a subject line of "IFB #2019-002 Bidders' Questions" by the deadline specified in Section 2.3, IFB Timetable, to the contact person identified in Section 1.9, Contact with County Personnel.

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. When submitting questions, please specify the IFB section number, paragraph number, page number, and quote the passage that prompted the question to ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidders.

### **2.6 Bidders' Conference**

A Bidders' Conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 2.5, Bidders' Questions.

### **2.7 Preparation of the Bid**

All bids must be unbound and submitted in the prescribed format described below. Any bid that deviates from this format may be rejected without review at the County's sole discretion.

### **2.8 Bid Format**

The content and sequence of the bid must be as follows:

- Bid Cover Letter
- Table of Contents
- Bidder's Qualifications (Section A)

- Bidder's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information (Section A.1)
- Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Section A.2)
- Financial Capability (Section A.3)
- Budget (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Acceptance of Terms and Conditions (Section E)

### 2.8.1 Bid Cover Letter

Bidders must include one original Bid Cover Letter signed in blue ink. The Bid Cover Letter must be on agency letterhead and addressed to:

Naylene Pichon, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
1000 South Fremont Avenue, Unit #101  
Building A-9 East, 5<sup>th</sup> Floor North  
Alhambra, California 91803

The Bid Cover Letter must include the following:

- a. A statement that the bid is submitted in response to the “**Oral Health Collaborative Consortium Services IFB #2019-002**”;
- b. The total bid amount;
- c. A statement indicating whether the Bidder intends to use subcontractor(s)/consultant(s) for the provision of services. If Bidder will utilize subcontractor(s)/consultant(s) to perform any services, Bidder must identify each proposed subcontractor(s)/consultant(s);
- d. A statement that the Bidder will bear sole and complete responsibility for all work as described in Appendix A (Sample Contract), Appendix B-1 (Statement of Work), and in Appendix B-2 (Scope of Work);
- e. The name, telephone number, e-mail address, and fax number of the Bidder's representative/contact person for the bid; and
- f. The signature of the Bidder's Executive Director, Chief Executive Officer, or other authorized designee.

**Do not include any additional information in the Bid Cover Letter.**

### 2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.8.3 Bidder's Qualifications (Section A)**

Bidder must demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

#### **A. Bidder's Organization Questionnaire/Affidavit and CBE Information (Section A.1)**

The Bidder shall complete, sign, and date the Bidder's Organization Questionnaire/Affidavit and CBE Information (Exhibit 1 of Appendix D – Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and authorized to bind the Bidder in a contract.**

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires. If the Bidder's organization does not fit into one of the categories listed below, upon receipt of the bid or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

#### **Required Support Documents**

##### **Corporation or Limited Liability Company (LLC):**

If the Bidder is a corporation or a limited liability company (LLC), Bidder must submit the following documentation with the bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization; and
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

##### **Limited Partnership:**

If the Bidder is a Limited Partnership, Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for

Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**B. Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Section A.2)**

Bidder must demonstrate that it has the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in IFB Section 1.4, and has the capability to perform the required services, as outlined in Appendix B-1 – Statement of Work, and in Appendix B-2 - Scope of Work by completing the Bidder's Affidavit of Adherence to Minimum Mandatory Requirements form (Exhibit 2 of Appendix D – Required Forms).

**C. Financial Capability (Section A.3)**

Bidder shall provide copies of the company's annual financial statements issued for the last three years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of 60 days during any resultant contract.

The following accounts must be included in the company's financial statements:

Balance Sheet Accounts

1. Current Assets
  - a. Cash
  - b. Short Term Investments\*
  - c. Accounts Receivable\*
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
  - a. Bad Debts\*
  - b. Depreciation\*
  - c. Amortization\*
2. Total Expenses
3. Gross Income
4. Net Income

\*may be excluded if they do not apply to the organization's operations

Depending on the nature of the Bidder's entity (i.e., for-profit, non-profit, governmental), the title of financial statements may differ. For

example, for a non-profit entity, the Balance Sheet is commonly referred to as the Statement of Financial Position.

If audited statements are available, or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

**Do not submit Income Tax Returns to meet this requirement.**

Financial statements will be kept confidential if stamped on each page.

**D. Bidder’s Pending Litigation and Judgments (Section A.4)**

Bidder shall complete and submit Bidder’s Pending Litigations and/or Judgments (Exhibit 15 of Appendix D – Required Forms) and identify by name, case, and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. If there are no pending litigations and/or judgments, Bidder shall indicate so by checking the box on the form.

**2.8.4 Budget (Section B)**

Bidders shall complete and submit the following forms as provided in Appendix D – Required Forms:

- Budgets (Exhibit 3)
- Request for Preference Consideration (Exhibit 4) (Note: Bidder must attach its DCBA certification, if applicable, with this Exhibit.)
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions (Exhibit 5)

**2.8.5 Required Forms (Section C)**

Bidders shall include the following business forms as provided in Appendix D – Required Forms. Complete, sign and date all forms.

- Exhibit 6 Certification of No Conflict of Interest
- Exhibit 7 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 8 Bidder’s Equal Employment Opportunity (EEO) Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Charitable Contributions Certification

Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 13 Zero Tolerance Human Trafficking Policy Certification

Exhibit 14 Vendor's Compliance with Encryption Requirements

Exhibit 16 Compliance with Fair Chance Employment Hiring Practices Certification

### 2.8.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in Appendix A – Sample Contract, Paragraph 11 – Indemnification, Paragraph 12 – General Provisions for All Insurance Coverages, and Paragraph 13 – Insurance Coverage Requirements.

If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a contract may be submitted with the bid.

### 2.8.7 Acceptance of Terms and Conditions (Section E)

Bidder understands and agrees that submission of a bid and the Acceptance of Terms and Conditions Affirmation form (Exhibit 17 of Appendix D – Required Forms), constitutes an acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

## 2.9 Bid Submission

The original bid and subsequent copies must be in English and submitted in the prescribed format outlined below. Any bid that deviates from this format may be rejected without review in the County's sole discretion. The bid package must adhere to the following:

1. Package must include one original, **unbound**, SINGLE-SIDED bid, including all required attachments and forms with original signatures. **Do not staple or professionally bind the original bid.** Use a rubber band or binder clip to keep the pages of the original bid together. The original bid must be marked as such, e.g., "Original" on the bid's title page.
2. Package must include one additional DOUBLE-SIDED copy of the original bid, **bound, or presented in a folder or three-ring binder**, including copies of all required forms and attachments.
3. Package must include one electronic copy of the entire bid in Adobe Acrobat or Portable Document Format (PDF), with no security provisions, on a compact

## INSTRUCTIONS TO BIDDERS

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- disk (CD) or other form of portable electronic device (e.g., a Universal Serial Bus (USB) flash drive). The CD or other form of portable electronic device shall be clearly labeled with Bidder's name and the IFB number (via mailing label or identifying tag).
4. Bid must be organized and tabbed by applicable parts and/or sections, with proper titles, and alphabetized sub-paragraphs as described herein.
  5. The front exterior of all folders or binders shall be clearly marked in the upper left-hand corner with the name and address of the Bidder and bear the words: **"Bid for Oral Health Collaborative Consortium Services, IFB #2019-002"**.
  6. Other than the attachments specified in this IFB, no other exhibits or attachments should be submitted with the bid.
  7. All bid materials must be included within the folder or binder and enclosed in a SEALED envelope or box.
  8. The original bid and copy of the bid must be hand-delivered or sent by a delivery service only (excluding U.S. Postal Service) and received by the deadline specified in Section 2.3, IFB Timetable, to:

Naylene Pichon, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
1000 South Fremont Avenue, Unit #101  
Building A-9 East, 5<sup>th</sup> Floor North  
Alhambra, California 91803

**Timely hand-delivered bids are acceptable. No fax or e-mail copies will be accepted. It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Bidders shall bear all risks associated with delays in delivery by any person or entity. Late bids received after the scheduled closing time/date for receipt of bids, as listed in Section 2.3, IFB Timetable, will not be evaluated but will be time-stamped and set aside unopened. At the Director's sole discretion, these late bids may be considered, in the order received, if a determination is made that there is a specific unmet need.**

All bids shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit bids.

Until the bid submission deadline, errors in bids may be corrected by a request in writing to withdraw the bid and by submission of another set of bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of bids has passed.

### 3.0 BID REVIEW AND SELECTION PROCESS

#### 3.1 Review Process

- 3.1.1 Bids will be examined to determine the lowest price/cost. Should one or more of the Bidders request and be granted the LSBE preference, SE preference, or DVBE preference, the lowest bid price will be determined as follows:

Fifteen percent (15%) of the lowest bid price will be calculated, not to exceed \$150,000, and that amount will be deducted from the price submitted by all Bidders who requested and were granted the preference. The fifteen percent (15%) preference is only to determine the winning bidder and does not alter the amount of the resultant contract awarded.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest priced, responsible bid that meets specifications.

- 3.1.2 The lowest priced bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined which is the lowest priced, most responsive and responsible bid.

#### 3.2 Lowest Equal Bid Price

The objective of this IFB is to identify the lowest priced, most responsive and responsible bid. In instances where more than one bid submitted is the lowest priced, most responsive and responsible bid (“lowest equal bid price”), the County reserves the right to consider an additional selection process in which Bidders with the lowest equal bid price will be offered the opportunity to adjust and resubmit their budget to reflect an adjusted bid price to the County for further consideration. DPH will select the lowest priced, most responsive and responsible bid to be recommended for a contract.

#### 3.3 Bid Review

##### 3.3.1 Bidder’s Qualifications (Section A)

1. Adherence to Minimum Mandatory Requirements: County shall review the Bidder’s Affidavit of Adherence to Minimum Mandatory Requirements (Exhibit 2 of Appendix D – Required Forms), and any required supporting documents to determine if the Bidder has established that it meets the minimum requirements, as outlined in Section 1.4, Bidder’s Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration.

2. Financial Capability: Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the

Bidder/company in the provision of required services throughout the term of any resultant contract, as well as evidence of the Bidder/company's capability to absorb all costs related to the provision of services for a minimum of 60 days during any resultant contract.

Financial statements that do not demonstrate financial strength or meet the 60-day requirement may result in a requirement that Bidder provide a performance security prior to DPH making recommendations to the Board regarding the award of a contract.

3. County's Contract Database and Contractor Alert Reporting Database (CARD): The review will include the County's Contract Database and Contractor Alert Reporting Database (CARD) for past performance history on County or other contracts. The County may, at its sole discretion, disqualify Bidder from further consideration based on this review.

### **3.3.2 Budget (Section B)**

The budget and required forms listed in Section 2.8.4 must be included in Section B of the bid. Any missing forms may be grounds for disqualification.

### **3.3.3 Required Forms (Section C)**

The required forms listed in Section 2.8.5 must be included in Section C of the bid. Any missing forms may be grounds for disqualification.

### **3.3.4 Proof of Insurability (Section D)**

A review of Bidder's submission of proof of insurability as provided in Section D of the bid will be conducted to ensure Bidder's proof of insurability meets all insurance requirements, as set forth in Appendix A – Sample Contract, or if Bidder's letter from a qualified insurance carrier indicates a willingness to provide the required coverage should the Bidder be awarded a contract. Failure to comply with this requirement may lead to disqualification from further consideration.

### **3.3.5 Acceptance of Terms and Conditions (Section E)**

Bidder's submission of the Acceptance of Terms and Conditions Affirmation form (Exhibit 17 of Appendix D – Required Forms), will be reviewed to ensure Bidder's acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract.

## **3.4 Disqualification Review**

A bid may be disqualified from consideration if DPH determines it was a non-responsive bid at any time during the review/evaluation process. If DPH determines that a bid was non-responsive, DPH shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination notice.

A request for a Disqualification Review may, in DPH's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination notice); and
2. The request for a Disqualification Review asserts that DPH's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed, and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

### **3.5 Proposed Contractor Selection Review**

3.5.1 Upon completion of the contractor selection process, DPH shall notify the remaining Bidders in writing that DPH is entering into negotiations with another Bidder. Upon receipt of the letter, any non-selected Bidder may submit a written Notice of Intent to Request a Proposed Contractor Selection Review (PCSR) within the timeframe specified by DPH.

3.5.2 Any Bidder that has timely submitted a Notice of Intent to Request a PCSR may submit a written request for a PCSR in the manner and timeframe specified by DPH.

A request for a PCSR may, in DPH's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a PCSR is submitted timely (i.e., by the date and time specified by DPH)
2. The person or entity requesting a PCSR asserts, in appropriate detail, with factual reasons, one or more of the following required grounds for review:
  - a. DPH materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the bid format requirements;

- ii. Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the bids, as specified in the solicitation document; and
    - iii. Use of evaluation criteria was different from the evaluation criteria disclosed in the solicitation document.
  - b. DPH made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor
  - c. Another basis for review as provided by State or federal law
3. The request for a PCSR sets forth sufficient detail to demonstrate that, but for DPH's alleged failure, the Bidder would have been the lowest priced, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon DPH's completion of the PCSR, DPH shall issue a written decision to the Bidder within a reasonable time following receipt of the Bidder's request for a PCSR, and before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review, as described in Section 3.6 below.

### **3.6 County Independent Review Process**

Any Bidder that is not satisfied with the results of the PCSR may submit a written request for a County Independent Review in the manner and timeframe specified by DPH in DPH's written decision regarding the PCSR.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not meet all of the following criteria:

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by DPH); and
2. The person or entity requesting the County Independent Review has limited the request for review to items raised in the PCSR, as listed in Section 3.5 above.

Upon completion of the County Independent Review, the Internal Services Department will forward the report to DPH, which will provide a copy to the Bidder.

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES**

**DEPARTMENT OF PUBLIC HEALTH  
ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES CONTRACT**

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**STANDARD EXHIBITS**

- Exhibit A – Statement of Work (not attached to this Sample Contract)
- Exhibit B – Scope of Work (not attached to this Sample Contract)
- Exhibit C – Budget(s) (not attached to this Sample Contract)
- Exhibit D – Contractor’s Equal Employment Opportunity (EEO) Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor  
Employee/Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

**UNIQUE EXHIBITS**

- Exhibit G – Charitable Contributions Certification

**DEPARTMENT OF PUBLIC HEALTH  
ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES CONTRACT**

This Contract ("Contract") is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2019,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on (date of Board Letter), the Board authorized the County's Director of the Department of Public Health (DPH), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Oral Health Collaborative Consortium services to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and

conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Oral Health Collaborative Consortium Services for compensation, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits:

- Exhibit A – Statement of Work (not attached to this Sample Contract)
- Exhibit B – Scope of Work (not attached to this Sample Contract)
- Exhibit C – Budget(s) (not attached to this Sample Contract)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or  
Contractor Employee/Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and

Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A, and the Scope of Work, Exhibit B.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Scope(s) of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years.

The Contractor shall notify the County of Los Angeles Oral Health Program (OHP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to OHP at the address herein provided in Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective date of execution through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. Effective \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

C. Effective \_\_\_\_\_ through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other

than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to DPH, Oral Health Program (OHP) 3530 Wilshire Blvd., Suite 1010, Los Angeles, CA 90010.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the Contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the

County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set

forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all

amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this Contract.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from

reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets up to ten percent (10%) of each term's annual base maximum obligation and/or

an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its

officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

-OR-

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to

Contractor's personnel policies and procedures, and contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an

Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health  
Contract Monitoring Unit  
1000 South Fremont Avenue, Unit 101, Building A-9 East, 5th Floor North  
Alhambra, California 91803  
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions

herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance

policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's

policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to

satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident.

If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items

including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed

under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited

to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this Contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>.

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of

personnel identified as indirect costs in the approved contract budget.

Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per

diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail “e-mail”) upon Director’s request. Director’s request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor’s facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County’s Auditor-Controller (Auditor-Controller’s Audit Branch) within 30 calendar days of Contractor’s receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Contract is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to

verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30 calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to

adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 30 calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of Contract upon which Director

may suspend or County may immediately terminate this Contract.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

D. If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

18C. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished

was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

18D. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud,

fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties shall

also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Contract award.

18E. DATA DESTRUCTION:

A. Contractor(s) has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed

consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_ . Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile (FAX) number is (\_\_\_\_) \_\_\_\_\_, and electronic Mail (e-mail) address is \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested,

postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Oral Health Program  
3530 Wilshire Blvd., Suite 1010  
Los Angeles, California 90010

Attention: Project Director

- (2) Department of Public Health  
Contracts and Grants Division  
1000 S. Fremont Avenue, Unit 101  
Building A-9 East, 5th Floor North  
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any

reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position

does not obtain work clearance through the criminal history background review, they may not perform services under this Contract or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the

event of default by Contractor.

25. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum

obligation, and budget of this Contract via a written amendment to this Contract.

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-

through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide

County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at

<http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's

satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for

the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON

HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

B. If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

34. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

35. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GainGrow@dpss.lacounty.gov](mailto:GainGrow@dpss.lacounty.gov) and the Department of Workforce Development, Aging and Community Services at [BServices@wdacs.lacounty.gov](mailto:BServices@wdacs.lacounty.gov) and the County Department of Social Services (DPSS) will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph 10, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor

who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to

reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of

Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

38. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants

that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

41. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with

regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

42. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

45. DATA ENCRYPTION;

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in

Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption

standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 45 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR  
ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on

specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

47. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five (5) working days.

48. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

49. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A

detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

51. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

The County and Contractor therefore agree to the terms of Exhibit F.

53. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or

privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a

conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees

placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract.

While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

57. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

58. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

59. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the

County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

60. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

62. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

63. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician

performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

64. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

65. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and

directives.

66. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or

over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases,

and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

67. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

68. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

69. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its

right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

70. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all

persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

71. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification

of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or

any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

72. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 38, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 74, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from

time to time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or

other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

74. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 72, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that gratuities or consideration in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the

form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

76. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for

the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

78. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

79. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

80. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or

capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

81. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

82. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

83. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission,

percentage, brokerage, or contingent fee.

84. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

85. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 84, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

## **APPENDIX A – SAMPLE CONTRACT EXHIBITS**

### **DEPARTMENT OF PUBLIC HEALTH ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES SAMPLE CONTRACT EXHIBITS**

#### **STANDARD EXHIBITS**

Exhibit A – Statement of Work (not attached to this Sample Contract) (included in Appendix B-1 of this IFB)

Exhibit B – Scope of Work (not attached to this Sample Contract) (included in Appendix B-2 of this IFB)

Exhibit C – Budget(s) (not attached to this Sample Contract) (included in Appendix C of this IFB)

Exhibit D – Contractor’s Equal Employment Opportunity (EEO) Certification

Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Employee/Non-Employee Acknowledgement and Confidentiality Agreement

Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

#### **UNIQUE EXHIBITS**

Exhibit G – Charitable Contributions Certification

**CONTRACTOR'S EEO CERTIFICATION**

Contractor Name

Address

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**OR**

E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

**INADVERTENT ACCESS**

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)

**STATEMENT OF WORK**

**FOR**

**ORAL HEALTH**

**COLLABORATIVE CONSORTIUM SERVICES**

**IFB #2019-002**

**STATEMENT OF WORK**  
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## STATEMENT OF WORK

### ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES

#### 1.0 DESCRIPTION

##### Background

Since 1990, the County of Los Angeles (County) Department of Public Health (DPH) Oral Health Program (OHP) has been dedicated to improving the oral health of Los Angeles County (LAC) residents by increasing dental health literacy through training, education, community engagement, and emphasizing that oral health is an essential part of overall health. OHP advances educational programs directed at parents, children, caregivers, and medical staff to prevent tooth decay and promote the benefits of water fluoridation. OHP, in collaboration with the Department of Health Services, also conducts site visits to ensure that every community clinic receiving County funds provides dental care at or above community standards and ensure that California regulations and professional guidelines are met.

In 2018, OHP received funds through Proposition 56, the California Healthcare, Research, and Prevention Tax Act of 2016, to support California's Oral Health Plan. With these funds, OHP has established an infrastructure and built the capacity to address the oral health needs of LAC residents by developing a five-year strategic plan known as the Los Angeles County DPH OHP Community Oral Health Improvement Plan (COHIP), described in Appendix M. To help achieve the objectives of the COHIP, OHP now plans to create and establish the Oral Health Collaborative Consortium (OHCC) for LAC. This will enable OHP to plan, implement, and coordinate evidence-based dental health programs to prevent oral diseases and meet the funding requirements of Proposition 56.

The OHCC will be responsible for implementing the first four of the six COHIP objectives throughout LAC through community outreach services, leadership, and working within each of the four LAC Mega Service Planning Areas (Mega SPAs) to address the oral health needs of that community. The six COHIP objectives are: 1) Awareness and Health Literacy, 2) Improved Access to Care, 3) Coordination of Care, 4) Workforce Development, 5) Policy Leadership, and 6) Surveillance, Transparency, and Accountability.

##### Services Requested

DPH OHP is soliciting services which include: creating and establishing the OHCC; planning and organizing two Oral Health Summits; and completing a final report on COHIP implementation activities for LAC. The OHCC shall be comprised of at least one Project Manager, four Mega SPA Liaisons (one Liaison for each of the four Mega SPAs), and one Staff Assistant. Contractor's responsibilities and

action steps are laid out in six sections, as described below and further detailed in Appendix B-2 – Scope of Work.

### **Section One: Infrastructure and Capacity Building (Term 1)**

Contractor shall work with DPH OHP to create and establish the OHCC, which includes identifying and/or hiring the six above-mentioned staff members that will comprise the OHCC. The OHCC staff members must also meet the requirements described in Paragraphs 6.2 and 6.3 below. In this section, Contractor will also be responsible for conducting research and completing a Mega SPAs Overview Report for each Mega SPA. This information will be the cornerstone to effectively and efficiently implement the COHIP objectives within each Mega SPA. Contractor shall create and present an action plan for each Mega SPA on how the Contractor will implement the COHIP's objectives for each Mega SPA, including the development of a process for ongoing monitoring. Each Mega SPA Liaison (Liaison) will also collaborate with dental professionals and participate in community outreach events.

### **Section Two: Implementation of the COHIP (Term 2)**

Contractor shall work with the COHIP Workgroups (detailed in Appendix N) and hold quarterly OHCC meetings in each Mega SPA to implement COHIP objectives. Activities include working with Federally Qualified Health Centers (FQHCs), oral health clinics, hospitals, dental professionals, and schools within each Mega SPA to conduct research, promote the COHIP, and implement COHIP objectives.

### **Section Three: Oral Health Summit (Term 2)**

Contractor shall plan, organize, and host a full-day Oral Health Summit for 200-250 oral health stakeholders close to downtown Los Angeles. The Summit will report on the progress of the activities described in Section Two above. The Summit will also cover the work being done by OHCC, OHP, and the six COHIP Workgroups.

### **Section Four: Implementation of the COHIP (Term 3)**

Contractor shall continue to work with the COHIP Workgroups and hold quarterly OHCC meetings in each Mega SPA to implement COHIP objectives. Implementation activities include Contractor promotion of Oral Health Resources; working with dental residency programs, FQHCs, schools, and early childhood home visitation programs to promote and implement COHIP objectives; and continued participation in community outreach events.

### **Section Five: Oral Health Summit (Term 3)**

Contractor shall plan, organize, and host a second full-day Oral Health Summit for 200-250 oral health stakeholders close to downtown Los Angeles as a follow up to the previous Oral Health Summit. The main purpose of the second Oral Health

Summit is to discuss the COHIP implementation activities and highlight progress made by OHCC, OHP, and the six COHIP Workgroups. In addition, the Summit will address the next steps in improving oral health for LAC residents.

### **Section Six: Documentation and Distribution of the COHIP Implementation Report (Term 3)**

Contractor shall prepare the COHIP Implementation Report (“Report”) to reflect COHIP implementation activities completed by Contractor in Los Angeles County and within each of the four Mega SPAs. The Report must also include all COHIP Workgroups and OHP activities completed and in progress. Contractor is also responsible for printing and distributing copies of the Report to all oral health stakeholders in each Mega SPA. Lastly, Contractor shall share lessons learned with OHP.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

All changes must be made in accordance with Paragraph 8, Alteration of Terms/Amendments, of the Sample Contract.

## **3.0 QUALITY CONTROL**

In accordance with the Sample Contract, Paragraph 28 – Complaints, the Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County’s Project Manager for review and approval. The Plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that contract requirements are being met;
- 3.2** A record of all inspections of contracted services, deliverables, tasks, etc. conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 COUNTY’S QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor’s performance under this Contract using the quality assurance procedures as defined in the Sample Contract, Paragraph 40, County’s Quality Assurance Plan.

### **4.1 Meetings**

Contractor is required to attend meetings with the County as requested to ensure that all deliverables will be completed on time.

## 4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## 5.0 DEFINITIONS

**5.1 Contractor's Project Manager:** The Contractor's designee responsible for administering contractual requirements and acting as liaison with the County after the contract award.

**5.2 County's Project Director:** Person designated by the County with authority to act for the County on contractual and/or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

**5.3 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract and is responsible for managing the inspection of all tasks, deliverables, goods, services, and other work provided by the Contractor.

**5.4 Mega Service Planning Area (Mega SPA):** The combination of two Service Planning Areas.

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

### County:

#### 6.1 Personnel

The County will administer the Contract according to the Sample Contract, Paragraph 23, Administration of Contract. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operations of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

6.1.3 Preparing amendments in accordance with the Sample Contract, Paragraph 8, Alteration of Terms/Amendments.

### Contractor:

#### 6.2 Contractor Personnel

## **6.2.1 Project Manager (PM)**

### Requirements:

- 6.2.1.1 Contractor must provide a dedicated full-time Project Manager (PM). PM must have worked for a minimum of five years in a health-related field and have experience performing tasks related to health education, development and dissemination of health resources, or community outreach; or experience with health stakeholders and community leaders to address health inequities.
- 6.2.1.2 PM must have a bachelor's degree from an accredited college.
- 6.2.1.3 PM must have at least three years of experience supervising staff.
- 6.2.1.4 PM must have a valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to various sites throughout Los Angeles County.
- 6.2.1.5 PM shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract. PM shall be able to effectively communicate in English, both orally and in writing.

### Desirable Qualifications:

- 6.2.1.6 Desirable qualifications include a master's degree in a community-oriented academic discipline such as Public Health, Public Relations, Public Policy, Social Work, or Community Organizing/Advocacy; experience working in the field of oral health; fluency in Spanish or other non-English language; experience working under a contract or grant; and experience working with a community clinic, dental school, Federally Qualified Health Center (FQHC), or with community leaders to address health inequities.

### Duties:

- 6.2.1.7 PM shall be the central point of contact for the County. County must have access to the PM during normal working hours as designated in Section 7.0, Hours/Days of Work. Contractor shall provide a telephone number where the PM may be reached.

6.2.1.8 PM duties include, but are not limited to:

- a) overseeing the four Liaisons and one Staff Assistant;
- b) participating as a member in local community organizations (e.g., LA Trust, Medi-Cal Dental Stakeholder, etc.), and participating in the COHIP Workgroup meetings and relaying information to the Liaisons;
- c) working closely with established Oral Health Collaboratives in Los Angeles County (e.g., the Valley Care Community Consortium in the San Fernando Valley) to implement the COHIP;
- d) holding quarterly Oral Health Collaborative meetings in each Mega SPA if that region does not already have an existing Oral Health Collaborative group;
- e) addressing any questions regarding deliverables and billing with the County; and
- f) providing a quarterly report to OHP on the activities completed and in progress for each Mega SPA.

## **6.2.2 Mega SPA Liaison (Liaison)**

### Requirements:

6.2.2.1 Contractor must provide one Liaison to represent each of the four Mega SPAs in LAC, for a total of four Liaisons. Liaisons must have worked for a minimum of five years in a health-related field, and have experience performing tasks related to health education and/or community outreach services, especially with children, patients with special needs, and senior patients.

6.2.2.2 Liaisons must have a valid Class C California Driver's License, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to various sites throughout LAC.

### Desirable Qualifications:

6.2.2.3 Desirable qualifications include experience working in the field of oral health; fluency in Spanish or other non-English language; and experience working with a community clinic, dental school, FQHC, or with community leaders to address health inequities.

### Duties:

6.2.2.4 Liaison duties include, but are not limited to:

- a) promoting the COHIP throughout each Mega SPA and obtaining buy-in from oral health stakeholders, dental professionals, community members, etc.
- b) planning, organizing, and attending events, meetings, or conferences that may be held outside of regular work hours;
- c) hosting bi-weekly check-in calls with the OHP team to keep them updated with OHCC activities. Liaisons will host the call, send out Microsoft Outlook calendar invites to all participants at least two weeks prior to the calls, and provide an agenda at least three days prior to the calls; and
- d) providing a bi-weekly summary report to the PM and OHP team to keep them up to date on Contractor's activities.

### **6.2.3 Staff Assistant**

#### Requirements:

6.2.3.1 Contractor must provide at least one Staff Assistant to support the PM and Liaisons. Staff Assistant will act as a liaison between the OHP, PM, and Liaisons. Staff Assistant must have three years' experience performing administrative, secretarial, or clerical activities for a staff size of five or more.

#### Duties:

6.2.3.2 Staff Assistant duties include, but are not limited to:

- a) screening in-person inquiries and telephone calls;
- b) setting up conference rooms;
- c) sending out email calendar invites;
- d) sending out meeting reminders;
- e) keeping reports submitted to OHP on file for each Liaison.

## **6.3 Staffing**

6.3.1 Contractor shall be required to perform background checks of their employees, as set forth in the Sample Contract, Paragraph 23, Sub-paragraph D, Background and Security Investigations. All costs associated with the background and security investigation shall be borne by the Contractor.

#### **6.4 Approval of Contractor's Staff and Subcontractors**

6.4.1 County has the absolute right to approve or disapprove of all Contractor's and/or Subcontractor's staff performing work hereunder and any proposed changes in Contractor's or Subcontractor's staff, including, but not limited to Contractor's or Subcontractor's Project Manager.

6.4.2 Contractor and/or Subcontractor shall remove and replace personnel performing services under this Contract within 15 days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

#### **6.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by all employees.

#### **6.6 Contractor's Office**

6.6.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 5:00 p.m. PST, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Contract. When the office is closed, an answering machine/service shall be provided to receive calls. Contractor must respond to calls within 24 hours of receipt.

6.6.2 Office location shall be centrally located in Los Angeles County (e.g., Downtown Los Angeles).

### **7.0 HOURS/DAY OF WORK**

Project Manager and Liaisons shall work full-time, 40-hour work weeks, Monday through Friday, between 8:00 a.m. to 5:00 p.m. PST and/or may also include alternate hours such as evenings and weekends to accommodate events, meetings, or conferences held outside of regular work hours.

### **8.0 WORK SCHEDULES**

Contractor shall submit for review and approval a work schedule to the County Project Director within 10 business days of contract execution.

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
<b>1.0 Section One: Infrastructure and Capacity Building</b>	<b>1.1</b> Create the Oral Health Collaborative Consortium (OHCC) to represent Los Angeles County’s four Mega Service Planning Areas (Mega SPAs) (see Appendix O for details/map of Mega SPAs).	Date of Contract Execution through 12/31/19	
	<b>A.</b> Hold a half-day meeting with the County of Los Angeles Oral Health Program (OHP) at OHP’s headquarters to discuss: <ul style="list-style-type: none"> <li>i. Scope of Work (SOW) expectations and timeline</li> <li>ii. OHCC staff roles, responsibilities, hiring process, staff requirements, etc.</li> <li>iii. Quarterly reports to be completed by Contractor</li> <li>iv. Location of OHCC headquarters</li> <li>v. OHP to discuss that the Contractor cannot financially benefit beyond the negotiated budget for work done through this Contract with any stakeholders</li> <li>vi. Invoicing and Fiscal Responsibilities</li> </ul>	Within 2 weeks from Date of Contract Execution	Meeting agenda, list of attendees, action plan, and meeting minutes.
	<b>B.</b> Complete staff recruitment for the creation of the OHCC.  At minimum, six staff members shall comprise the OHCC. Contractor shall	Date of Contract Execution through 12/31/19	Contractor to provide a report and resumes of all staff recruited.

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	identify and/or hire: one Project Manager (PM), four Mega SPA Liaisons (Liaisons) (one Liaison for each of the four Mega SPAs), and one Staff Assistant. Contractor is allowed to hire additional staff and/or sub-contract for services related to conference/event planning, subject matter experts, catering, printing, graphic design, and/or additional services, as described in the sections below.		
	<p><b>C.</b> Establish OHCC’s headquarters location.</p> <p>Headquarters must house all staff, should be centrally located in Los Angeles County (e.g. Downtown Los Angeles), and must be pre-approved by OHP.</p>	Date of Contract Execution through 12/31/19	Contractor to provide OHP with the address of the permanent office location for OHCC’s headquarters.
	<p><b>D.</b> Submit final timeline for SOW.</p> <p>Contractor must work with OHP to request feedback and obtain OHP approval before submitting final timeline.</p>	Date of Contract Execution through 12/31/19	Contractor to provide final timeline for SOW activities.
	<p><b>E.</b> Submit a template for quarterly reports.</p>	Date of Contract Execution through 12/31/19	Contractor to provide final template for quarterly reports.

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<ul style="list-style-type: none"> <li>i. Contractor must work with OHP’s evaluator to request feedback, make edits based on evaluator’s feedback, and obtain OHP’s approval before submitting final template.</li> <li>ii. Quarterly reports will reflect Contractor’s activities completed and in progress within each Mega SPA.</li> </ul>		
	<p><b>1.2</b> Conduct research and complete a Mega SPAs Overview Report for each Mega SPA.</p>	<p align="center">12/1/19 - 2/29/20</p>	<p>Contractor to provide the Mega SPAs Overview Report detailing the findings for each Mega SPA.</p>
	<p><b>A.</b> Contractor shall conduct research by collaborating with oral health stakeholders, dental institutions (e.g., dental schools), and dental professionals within each Mega SPA. The Mega SPAs Overview Report must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>i. Details on existing key community partners, existing oral health collaboratives (e.g., Valley Care Community Consortium), and potential partners</li> </ul>	<p align="center">12/1/19 - 2/29/20</p>	<p>Contractor to provide the Mega SPAs Overview Report detailing the findings for each Mega SPA.</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<ul style="list-style-type: none"> <li>ii. Action plans on how the Contractor will collaborate with stakeholders to carry out the activities of this SOW for each Mega SPA</li> <li>iii. Community strengths and challenges of each Mega SPA</li> <li>iv. Social determinants of health within each Mega SPA and its impact on OHCC’s objectives and activities</li> <li>v. Demographic data, including the two most predominant non-English languages within each Mega SPA</li> <li>vi. Innovative practices among other dental institutions locally, regionally, and nationally</li> <li>vii. Available resources including, but not limited to, the number of schools, homeless shelters, regional centers, promotora groups, hospitals, dental clinics, and Federally Qualified Health Centers (FQHCs) within each Mega SPA</li> <li>viii. Ways in which Contractor can provide aid or support for Dental Desert areas (areas in which residents have little access to dental care), based on the Los Angeles County Dental Deserts map (see Appendix Q)</li> <li>ix. Ways in which Contractor can provide aid or support for cities with</li> </ul>		

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	<p>water systems that are non- or partially-fluoridated (e.g., ways Contractor can advocate for water fluoridation), based on the Los Angeles County Community Water Fluoridation Status, 2014 map (see Appendix P).</p>		
	<p><b>1.3</b> Create and present an action plan for each Mega SPA on how the Contractor will implement objectives of the Los Angeles County Department of Public Health (DPH) OHP Community Oral Health Improvement Plan (COHIP) for each Mega SPA, including the development of a process for ongoing monitoring.</p>	<p>3/1/20 - 3/15/20</p>	<p>Contractor to provide action plans for each Mega SPA.</p>
	<p><b>A.</b> Contractor shall review and be familiar with oral health projects and plans occurring nationally, within California, and locally in Los Angeles County to ensure the COHIP is efficiently and effectively implemented for each Mega SPA. Specifically, Contractor shall review and be familiar with:</p> <p>i. the California Oral Health Plan (<a href="https://www.cdph.ca.gov/Programs/CCDPPP/DCDIC/CDCEB/Pages/OralHealthProgram/OralHealthProgram.aspx">https://www.cdph.ca.gov/Programs/CCDPPP/DCDIC/CDCEB/Pages/OralHealthProgram/OralHealthProgram.aspx</a>)</p>	<p>3/1/20 - 3/15/20</p>	<p>OHP to provide Contractor with access to the state-sponsored oral health webinars and information on the two Dental Transformation Initiative (DTI) local dental pilot projects in Los Angeles County.</p> <p>Contractor to provide proof of completion of webinars (e.g. screenshot, certificate of completion, etc.).</p>

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	<ul style="list-style-type: none"> <li>ii. the Los Angeles County DPH OHP COHIP (see Appendix N)</li> <li>iii. state-sponsored oral health webinars</li> <li>iv. the two Dental Transformation Initiative (DTI) local dental pilot projects in Los Angeles County</li> <li>v. social determinants of oral health</li> <li>vi. <i>Healthy People 2020</i> Oral Health objectives <a href="https://www.healthypeople.gov/2020/topics-objectives/topic/oral-health">(<a href="https://www.healthypeople.gov/2020/topics-objectives/topic/oral-health">https://www.healthypeople.gov/2020/topics-objectives/topic/oral-health</a>)</a></li> </ul>		
	<p><b>B.</b> Hold a two-hour in-person meeting with OHP at OHP’s headquarters to discuss the actions plans, Mega SPAs Overview Report, and COHIP.</p>	3/1/20 - 3/15/20	Contractor to provide meeting agenda and minutes.
	<p><b>C.</b> OHCC PM and each Liaison shall hold an initial meeting with local oral health stakeholders in each Mega SPA to introduce themselves, their staff, COHIP, and COHIP action plans to the community.</p> <ul style="list-style-type: none"> <li>i. Contractor will be responsible for finding a location; scheduling, organizing and running each meeting; providing minutes to OHP for pre-approval; and providing snacks, beverages, and parking</li> </ul>	3/15/20 - 4/30/20	Contractor to provide meeting agenda and minutes.

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	reimbursement for all participants for each meeting.		
	<b>1.4</b> Collaborate with dental professionals.	3/15/20 - 6/30/20	
	<p><b>A.</b> Each Liaison must work with a local dental society to provide an evening or half-day continuing education (CE) course or lecture in at least two of the four Mega SPAs. The CE course or lecture should focus on how to care for populations with specialized health care needs.</p> <ul style="list-style-type: none"> <li>i. Liaison is responsible for reaching out to the local dental societies and arranging all logistics.</li> <li>ii. Liaison is responsible for reaching out to a subject matter expert to provide the lecture. If needed, Contractor is responsible for reimbursing the subject matter expert for his/her time, lecture fees, etc.</li> <li>iii. Liaison is responsible for working with the dental society to advertise the lecture and announce the lecture in local dental society bulletins. Contractor is responsible for potential fees related to advertising the lectures.</li> </ul>	3/15/20 - 6/30/20	Contractor to provide a list of CE courses or lectures provided, and the dates, times, number of participants, and breakdown of dental professionals that attended (e.g. Dental Assistants, Registered Dental Assistants, Registered Dental Hygienists, etc.).

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	<ul style="list-style-type: none"> <li>iv. Contractor is financially responsible for providing snacks and beverages during the lecture unless the dental society will be sponsoring the event.</li> <li>v. Contractor cannot charge participants to attend.</li> </ul>		
	<p><b>B.</b> Each Liaison must contact and create an oral health speakers' panel of oral health professionals who are willing to volunteer to give presentations at local medical and health care associations' meetings and other events attended by health care providers, such as residency grand rounds, and Los Angeles County Medical Association, obstetrics, and perinatal groups. Contractor shall:</p> <ul style="list-style-type: none"> <li>i. Research and identify oral health subject matter experts in each Mega SPA</li> <li>ii. Identify opportunities in each Mega SPA for speakers to voluntarily give a brief talk on the importance of oral health</li> <li>iii. Contact oral health professionals from the list of subject matter experts and discuss whether they would be willing to voluntarily provide a talk on the importance of</li> </ul>	<p align="center">3/15/20 - 6/30/20</p>	<p>Contractor to provide a list of oral health professionals on the speakers' panel and a list of meetings the speakers have attended and presented at.</p>

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	oral health at one to two meetings per year iv. Ensure that volunteer professionals provide at least one talk in each Mega SPA on the importance of oral health and possible collaboration opportunities within that Mega SPA v. Ensure that each Mega SPA has at least one oral health professional on the list of volunteer speakers		
	<b>1.5</b> Participate in community outreach events.	3/15/20 - 6/30/20	
	<b>A.</b> Coordinate targeted outreach and awareness events in underserved communities through places of worship, health fairs, festivals, businesses, community meetings, libraries, and other venues in each Mega SPA.  i. Each Liaison must engage in community outreach and promote oral health in at least two health fairs and at least three places of worship in underserved communities in each Mega SPA. (If there are not enough opportunities to participate in health fairs, increase places of worship visited.)  ii. Contractor must order, pay for, and provide oral health incentives, oral health resources, and educational	3/15/20 - 6/30/20	Contractor to provide a report of community events attended and resources disseminated at the events. Contractor must also provide a log sheet detailing the type and number of oral health incentives disseminated including transfer dates and recipients.

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	<p>materials to be disseminated at community events. Examples of oral health incentives/resources include pamphlets and oral hygiene kits which include toothpaste, toothbrushes, and dental floss. Oral health incentives shall be provided to participants to motivate and/or reinforce positive behavior, encourage participation and/or involvement in the practice of good oral health habits, and incorporate oral health in whole person care and well-being. The cost of the oral health incentive must not exceed \$50 per person per year and must not include gift cards that can be used to purchase tobacco or alcohol products. The PM is responsible for possession, security, and accountability of the oral health incentives.</p> <p>iii. Each Liaison must reach out to at least three storefronts or pharmacies in each Mega SPA to develop new and innovative oral health service access points to better reach underserved populations.</p> <p>a. Discuss providing oral health resources in their businesses.</p>		

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	<p>b. Disseminate resources to include oral health educational material and referral lists for both dental emergencies and dental homes. Referral lists must be pre-approved by OHP.</p>		
	<p><b>1.6</b> Submit quarterly reports. Contractor must provide OHP’s evaluator with quarterly reports that reflect activities completed and/or in progress for each Mega SPA. Contractor must make edits based on OHP evaluator’s feedback before final submission.</p>	<p>3/15/20 - 6/30/20</p>	<p>Contractor to provide quarterly reports to OHP.</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
<b>2.0 Section Two: Implementation of Los Angeles County Department of Public Health (DPH) Oral Health Program (OHP) Oral Health Improvement Plan (COHIP) Objectives</b>	<b>2.1</b> Work with the COHIP Workgroups (see Appendix N for details on COHIP Workgroups) to implement COHIP objectives.	7/1/20 - 6/30/21	
	<b>A.</b> OHCC Project Manager (PM), assigned Liaison, or all, if possible, must attend meetings and work directly with COHIP Workgroups 1 (Awareness & Health Literacy), 2 (Improved Access to Care), 3 (Coordinated Care), and 4 (Workforce Development and Capacity) to develop a plan on how Contractor will collaborate with each COHIP Workgroup to implement COHIP objectives. PM shall report back to OHP on Workgroup activities that overlap with Contractor's work and ways the Contractor will augment/support each Workgroup's activities.	7/1/20 - 6/30/21	PM to provide OHP with reports of meetings attended with COHIP Workgroups, including information on overlapping activities between the Contractor and Workgroups, as well as how Contractor is augmenting/supporting each Workgroup's activities.
	<b>B.</b> PM and/or assigned Liaison may meet with COHIP Workgroups 5 (Policy Leadership) and 6 (Surveillance, Transparency, and Accountability) to provide updates to the Workgroups, if needed.	7/1/20 - 6/30/21	PM to provide OHP with reports of meetings attended with COHIP Workgroups, including information on overlapping activities between the Contractor and Workgroups, as well as how Contractor is

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
			augmenting/supporting each Workgroup’s activities.
	<p><b>2.2</b> Hold quarterly Oral Health Collaborative Consortium (OHCC) meetings in each Mega Service Planning Area (Mega SPA) to implement COHIP objectives.</p>	7/1/20 - 6/30/21	
	<p><b>A.</b> PM must hold quarterly OHCC meetings in each Mega SPA to discuss efforts and progress with implementing the COHIP objectives. If a Mega SPA has an existing Oral Health Collaborative group or works closely with established Oral Health Collaboratives in Los Angeles County (e.g., Valley Care Community Consortium in the San Fernando Valley), PM shall attend their meetings in lieu of hosting a quarterly meeting, report back to the COHIP Workgroups on activities related to the specific priority of the Workgroup, and work with the established collaborative to meet Contract’s objectives.</p> <p>i. OHCC meetings must include oral health stakeholders from the respective Mega SPA. PM must gather information on activities occurring or planned amongst oral health stakeholders; report on COHIP Workgroup activity updates</p>	7/1/20 - 6/30/21	PM to provide OHP with quarterly meeting sign-in sheets, meeting agenda, and minutes.

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>and opportunities; and identify ways Contractor can work with stakeholders and COHIP Workgroups to carry out Contract’s objectives. Meetings should also focus on engaging community members of non-fluoridated cities to investigate their willingness to support a water fluoridation effort in their respective cities.</p> <p>ii. Contractor is responsible for reaching out to oral health stakeholders for each Mega SPA; finding a location for the meetings in each Mega SPA; scheduling, organizing, and running each meeting; providing minutes to OHP; and providing snacks, beverages, and parking reimbursement for all participants for each meeting.</p>		
	<p><b>2.3</b> Work with Federally Qualified Health Centers (FQHCs).</p>	<p>7/1/20 - 6/30/21</p>	
	<p><b>A.</b> Each Liaison must reach out to three medical-only FQHC clinics in each Mega SPA.</p> <p>i. Liaison must meet with the director or administrator of the FQHC clinics to discuss oral health training for</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide a report on medical-only FQHC clinics that received the one-hour training/workshop including the dates, times, and breakdown of health</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>medical providers and non-dental health professionals.</p> <p>ii. Liaison must create and provide a one-hour training/workshop to at least 15 participants at each training promoting the importance of oral health to medical providers and other non-dental health professionals such as nurses. Topics must include:</p> <ul style="list-style-type: none"> <li>a. Normalizing early dental intervention for young children using the “First Tooth or First Year” message</li> <li>b. Emphasis of regular dental care during pregnancy</li> <li>c. Integrating oral health services when treating patients with chronic diseases such as heart diseases and diabetes</li> </ul>		<p>professional staff that participated.</p>
	<p><b>B.</b> Each Liaison must reach out to three FQHCs in Los Angeles County that are currently providing after-hour and weekend dental services to understand the financial benefits and patient benefits of after-hour services.</p> <p>i. Develop a toolkit based on these discussions and findings.</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide a report on FQHCs reached out to, and FQHCs contacted regarding increasing their after-hours and/or weekend services. Report must also indicate FQHCs that have increased their after-hours and/or</p>

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	<ul style="list-style-type: none"> <li>ii. Set up a two-hour meeting with OHP to go over the toolkit for changes and approval.</li> <li>iii. Once approved, approach an FQHC in each Mega SPA that is currently providing dental services, but not providing after-hour and/or weekend services. Meet with the administrators of these FQHCs (e.g., dental directors, Chief Executive Officers (CEOs), Chief Financial Officers (CFOs), Chief Medical Officers (CMOs), etc.) to discuss the benefits, both financially and for patients, when incorporating after-hours care. Provide each of these FQHCs with the toolkit developed.</li> </ul>		weekend services as a result of outreach efforts.
	<p><b>C.</b> Each Liaison must meet with the administrators of two medical-only FQHCs in each Mega SPA to discuss their patients' different dental plans and dental coverages. (These can be the same FQHCs listed in Paragraph A above.)</p> <ul style="list-style-type: none"> <li>i. Work with the FQHCs to encourage them to provide information from <i>Smile, California</i> and other dental</li> </ul>	7/1/20 - 6/30/21	Contractor to provide a report on FQHCs reached out to, details on patients' dental insurance plans, and progress made towards encouraging FQHCs to include dental insurance plan information into patient welcome packets.

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	insurance plans into patient welcome packets. ii. Provide and promote resources to include California Department of Healthcare Services (DHCS) language interpreter services for Medi-Cal dental beneficiaries.		
	<b>D.</b> Each Liaison must meet with the CMO and/or CEO of at least two medical-only FQHCs in Dental Desert areas to discuss the importance of expanding and including oral health services.	7/1/20 - 6/30/21	Contractor to provide a report on the results of these meetings and plans to expand or include dental services.
	<b>E.</b> Each Liaison must reach out to at least two medical-only FQHCs in each Mega SPA to encourage more medical health care professionals to provide easily administered preventive procedures, such as fluoride varnishes and oral health assessments, and provide oral health education, nutrition counseling, and dental referral resources into well-child exams. (These can be the same medical-only FQHCs listed in the paragraphs above.)  i. Liaison must meet with the FQHCs' administrators (e.g. CMO, CEO) to begin the conversation of integrating	7/1/20 - 6/30/21	Contractor to provide a report on FQHCs reached out to, FQHCs that were interested, details on workshops provided to FQHCs, and a list of FQHCs that have already integrated fluoride varnish and oral health assessments into their well-child visits. Educational materials and referral resources must be reviewed and approved by OHP.

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	<ul style="list-style-type: none"> <li>fluoride varnishes and oral health assessments into well-child exams.</li> <li>ii. Liaison must provide the FQHCs with educational materials on fluoride varnishes, proper nutrition, and dental referral resources. Referral resources must be pre-approved by OHP.</li> <li>iii. Liaison must create and set up a one-hour workshop on the administration of fluoride varnish and oral health assessments for the FQHCs that are interested.</li> </ul>		
	<p><b>F.</b> Each Liaison must reach out to at least two FQHCs to encourage dental providers to provide tobacco cessation resources or services. (These can be the same FQHCs listed in the paragraphs above.)</p> <ul style="list-style-type: none"> <li>i. Liaison must meet with the FQHCs' dental directors to begin the conversation of integrating tobacco cessation services at the FQHC.</li> <li>ii. Liaison must research existing tobacco cessation materials and provide the FQHCs with tobacco cessation educational materials. Materials must be pre-approved by OHP.</li> </ul>	7/1/20 - 6/30/21	Contractor to provide tobacco cessation materials to OHP for pre-approval, a report on FQHCs reached out to, and details on FQHCs that have agreed to integrate tobacco cessation services as a result of outreach efforts.

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	<p><b>2.4</b> Work with FQHCs and/or oral health clinics.</p>	<p>7/1/20 - 6/30/21</p>	
	<p><b>A.</b> Each Liaison must meet with two FQHCs and/or oral health clinics that currently have a referral program with hospital systems/emergency departments to understand their program and understand what is working and not working.</p> <p>i. Discuss with OHP the proposed hospital/dental clinic referral program for approval.</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide proposed hospital/dental clinic referral material to OHP for pre-approval and a report on FQHCs that currently have a referral program with local hospitals.</p>
	<p><b>B.</b> Contractor must develop and implement a referral program using data gathered from FQHCs and/or oral health clinics in at least two hospitals in each Mega SPA to link patients seeking dental care in their hospital emergency rooms to an FQHC, County/community dental clinic, or to a list of Medi-Cal dental providers. Referral program must be pre-approved by OHP.</p> <p>i. Dental clinic should be willing to see the patient the same day or within 24 hours to address the dental concern.</p> <p>ii. Dental clinic should be willing to be the patient’s dental home or provide</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide referral program material to OHP for pre-approval and a report, a report on hospitals Contractor is working with to implement a referral system with FQHCs, County/community dental clinics, and/or Medi-Cal dental providers. Contractor must also provide updates on the success of the referral programs after three months from implementation, six months</p>

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	<p>the patient with information on establishing a dental home, if they are at capacity.</p> <p>iii. Each Liaison must meet with administrators of at least two hospitals to discuss the above-mentioned referral program.</p> <p>iv. After three months, each Liaison must meet with the administrators of the hospitals and FQHCs to discuss what is working and not working and make adjustments to the referral program based on these recommendations to benefit both the hospital's Emergency Room and the dental clinic.</p> <p>v. Each Liaison must check in with the hospital administrators and dental clinic every six months after initiating the referral program to evaluate the program's success. These check-ins should continue throughout the remainder of this Contract.</p>		<p>from implementation, and every six months thereafter.</p>
	<p><b>2.5</b> Work with hospitals.</p>	<p>7/1/20 - 6/30/21</p>	
	<p><b>A.</b> Each Liaison must reach out to at least two hospitals that have perinatal workshops/ programs to encourage hospitals to provide oral health</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide oral health educational materials and oral health incentives to be included in Welcome</p>

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	education at patient visits with perinatal providers.  i. Liaison must meet with the director of the perinatal workshops/ programs to discuss providing oral health education during the workshops and adding oral health educational materials and incentives in Welcome Baby packets. a. For hospitals that are interested, Liaison must provide the hospitals and/or perinatal workshops with oral health educational materials and oral health incentives to be included in Welcome Baby packets.		Baby packets to OHP for pre-approval; and a report on hospitals reached out to, hospitals that are interested in incorporating oral health education, and details on the oral health material provided in Welcome Baby packets.
	<b>2.6</b> Work with dental professionals to expand the volume and variety of oral health services provided by non-DDS (Doctor of Dental Surgery) professionals.	7/1/20 - 6/30/21	
	<b>A.</b> Each Liaison must provide an oral health component for a health promotoras group in each Mega SPA, document oral health topics to be included, and make available a referral list comprised of My Health LA dental clinics, Los Angeles County dental clinics, and schools of dentistry for each	7/1/20 - 6/30/21	Contractor to provide the referral list to OHP for pre-approval and a report on the promotoras group in each Mega SPA that will be providing an oral health component. Report must

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	Mega SPA. Referral list must be pre-approved by OHP.		also include the referral lists for each Mega SPA.
	<p><b>B.</b> Each Liaison must meet with the local Registered Dental Hygienists and Registered Dental Hygienists Alternative Practice associations to discuss providing services to seniors in senior living facilities, adult day care centers, and early education settings.</p>	7/1/20 - 6/30/21	Contractor to provide a report on the associations met with, which associations were interested in providing services, any concerns discussed, and which are going to begin providing services.
	<p><b>2.7</b> Work with schools.</p>	7/1/20 - 6/30/21	
	<p><b>A.</b> Contractor must meet with the school administrators of at least two pre-K, two elementary schools, and either two middle schools or two high schools (for a total of six schools) in each of the four Mega SPAs to:</p> <p>i. Provide school staff (e.g., front office and health staff) with an existing list (or a list created by OHCC if there is no existing list) of local dental clinics and oral health resources. Resources must include the importance of dental sealants. Materials must be pre-approved by OHP.</p>	7/1/20 - 6/30/21	Contractor to provide the list of local dental clinics, oral health resources, oral health toolkit, and information sheets on the benefits of fluoridated water to OHP for pre-approval. Contractor to also provide a report on the schools that were reached out to. Report must include, but not be limited to, details on which schools received the list of local dental referrals and resources; information from school staff regarding use

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	<ul style="list-style-type: none"> <li>a. Contractor must survey the school staff after 6 months to gauge the use of the materials.</li> <li>ii. For pre-K and elementary schools:                             <ul style="list-style-type: none"> <li>a. Provide the Kindergarten Oral Health Assessment Form.</li> <li>b. Provide school administrators with resources that support implementation of the Kindergarten Oral Health Assessment Mandate (AB 1433).</li> <li>c. Provide school administrators with information on how to correctly submit the form to the State.</li> <li>d. Work with the school to include the oral health assessment form into the registration packet.</li> <li>e. Participate in Back-to-School Night by giving a brief talk to the parents on the importance of returning the oral health assessment form.</li> </ul> </li> <li>iii. Begin discussions to include oral health as a subject in health education curricula for pre-K through 12<sup>th</sup> grade.                             <ul style="list-style-type: none"> <li>a. Research existing or create a grade-appropriate toolkit (if</li> </ul> </li> </ul>		<p>of the oral health material; pre-K and elementary schools Contractor met with; Back-to-School Nights participated in; list of schools that received the grade-appropriate toolkit; research results on fluoridated water bottle fillers and fountains; and which schools are considering or are close to adding fluoridated water bottle fillers and fountains.</p>

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	<p>available, use toolkits developed by California Department of Public Health, Office of Oral Health) that includes oral health awareness and literacy activities.</p> <p>b. Provide toolkit to OHP for review and approval.</p> <p>c. Once approved, provide the toolkit to school administrators.</p> <p>iv. Research and advise school administrators on how schools can increase the availability of clean, cold, and fluoridated water bottle fillers and fountains.</p> <p>a. Discuss with school administrators the options available to them.</p> <p>b. Research and provide school administrators with information sheets regarding the benefits of fluoridated water.</p>		
	<p><b>B.</b> Contractor must work with at least one high school in each Mega SPA to develop a mentorship program that includes a volunteer speaker’s session from local dentists, specialists, dental hygienists, and dental assistants.</p>	<p>7/1/20 - 6/30/21</p>	<p>Contractor to provide a report on the schools interested in developing a mentorship program. Report must include how many students, dentists, dental hygienists, and dental assistants have signed up</p>

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	<ul style="list-style-type: none"> <li>i. Contractor must meet with one to two existing oral health mentorship programs in Los Angeles County to understand what is working and not working in their program.</li> <li>ii. If the mentorship program is through a formal organization, Contractor shall ask to be a part of the program to learn more about their program.</li> <li>iii. The mentorship program should have a minimum commitment from 10 students for one year.</li> <li>iv. The mentorship program should meet quarterly, have a speaker for each meeting, have a shadowing component that allows students to shadow oral health professionals during their school breaks (e.g., winter, spring or summer breaks) for a minimum of 10 hours per student participant per year. Volunteer speakers should discuss their career and should be a mentor that will allow shadowing.</li> <li>v. At the end of the year, Contractor must provide each student with a post-mentorship survey to gauge the program's success and whether the students remained interested in dentistry.</li> </ul>		<p>for the mentorship program; the agendas and minutes from each meeting; post-mentorship survey results, and how many students remained interested in dentistry after one year of mentorship program completion.</p>

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	vi. Contractor must follow up with the students a year after mentorship completion to see if their interest has changed.		
	<b>2.8</b> Submit quarterly reports.  Contractor must provide OHP's evaluator with quarterly reports that reflect activities completed and/or in progress for each Mega SPA. Contractor must make edits based on OHP evaluator's feedback before final submission.	7/1/20 - 6/30/21	Contractor to provide quarterly reports to OHP.
<b>3.0 Section Three: Oral Health Summit</b>	<b>3.1</b> Plan, organize, and host a full-day Oral Health Summit to discuss the COHIP Implementation activities from Section Two. Contractor may hire an event consultant or coordinator, if needed.	1/1/21 - 6/30/21	
	<b>A.</b> Contractor must find a venue close to downtown Los Angeles; host 200-250 participants (which should include participants from OHP's previous Oral Health summits); send out an electronic save-the-date notice five months prior to the event; identify and invite speakers; send out an electronic invitation; cater both breakfast and buffet style lunch; and reimburse parking fees for all participants.	1/1/21 - 6/30/21	Contractor to provide venue location information, electronic save-the-date notice and invitation, list of invited guests, list of speakers, summit agenda, topics to discuss, and survey material to OHP for pre-approval. Contractor to also provide attendee

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	<p>Contractor must cover all expenses related to the Oral Health Summit, and must submit the summit agenda, list of speakers, and speaker topics to OHP for review and approval.</p> <p>The Oral Health Summit shall be held during the first week of June 2021. Agenda shall include an opening speaker; overview of the COHIP implementation activities from Section Two; OHP updates; speakers that participated in successful projects; COHIP Workgroup updates and an overview of their yearly action plans; a summit evaluation surveying the attendees; and progress of the two Los Angeles Dental Transformation Initiative programs mentioned in Section One.</p>		<p>evaluation results after the summit.</p>

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<b>4.0 Section Four: Implementation of Los Angeles County Department of Public Health (DHP) Oral Health Program (OHP) Oral Health Improvement Plan (COHIP) Objectives</b>	<b>4.1</b> Continue to work with COHIP Workgroups (see Appendix N for details on COHIP Workgroups) to implement COHIP objectives.	7/1/21 - 6/30/22	
	<b>A.</b> OHCC Project Manager (PM), assigned Liaison, or all, if possible, must continue to attend meetings and work directly with COHIP Workgroups 1 (Awareness & Health Literacy), 2 (Improved Access to Care), 3 (Coordinated Care), and 4 (Workforce Development and Capacity) to develop a plan on how Contractor will collaborate with each COHIP Workgroup to implement COHIP objectives. PM shall report back to OHP on Workgroup activities that overlap with Contractor’s work and ways the Contractor will augment/support each Workgroup’s activities.	7/1/21 - 6/30/22	PM to provide OHP with reports of meetings attended with COHIP Workgroups, including information on overlapping activities between the Contractor and Workgroups, as well as how the Contractor is augmenting/supporting each Workgroup’s activities.
	<b>B.</b> PM and/or assigned Liaison may continue to meet with COHIP Workgroups 5 (Policy Leadership) and 6 (Surveillance, Transparency, and Accountability) to provide updates to the Workgroups, if needed.	7/1/21 - 6/30/22	PM to provide OHP with reports of meetings attended with COHIP Workgroups, including information on overlapping activities between the Contractor and Workgroups, as well as how the Contractor is

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			augmenting/supporting each Workgroup’s activities.
	<p><b>4.2</b> Continue to hold quarterly Oral Health Collaborative Consortium (OHCC) meetings in each Mega Service Planning Area (Mega SPA) to implement COHIP objectives.</p>	7/1/21 - 6/30/22	
	<p><b>A.</b> PM must hold quarterly OHCC meetings in each Mega SPA to discuss efforts and progress with implementing the COHIP objectives. If a Mega SPA has an existing Oral Health Collaborative group or works closely with established Oral Health Collaboratives in Los Angeles County (e.g., Valley Care Community Consortium in the San Fernando Valley), PM shall attend their meetings in lieu of hosting a quarterly meeting, report back to the COHIP Workgroups on activities related to the specific priority of the Workgroup, and work with the established collaborative to meet Contract’s objectives.</p> <p>i. OHCC meetings must include oral health stakeholders from the respective Mega SPA. PM must gather information on activities occurring or planned amongst oral health stakeholders; report on</p>	7/1/21 - 6/30/22	PM to provide OHP with quarterly meeting sign-in sheets, meeting agenda, and minutes.

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	<p>COHIP Workgroup activity updates and opportunities; and identify ways Contractor can work with stakeholders and COHIP Workgroups to carry out Contract’s objectives. Meetings should also focus on engaging community members of non-fluoridated cities to investigate their willingness to support a water fluoridation effort in their respective cities.</p> <p>ii. Contractor is responsible for reaching out to oral health stakeholders for each Mega SPA; finding a location for the meetings in each Mega SPA; scheduling, organizing, and running each meeting; providing minutes to OHP; and providing snacks, beverages, and parking reimbursement for all participants for each meeting.</p>		
	<p><b>B.</b> Depending on the sustainability of the Workgroups, Contractor may need to be the leading entity to chair and carry out the Workgroup meetings. This includes the administrative task of organizing the structure of future Workgroups 1-4.</p>	<p>7/1/20 - 6/30/21</p>	<p>PM to provide OHP with meeting agenda, minutes, and reports of meetings related to carrying out the Workgroup meetings, if needed.</p>
	<p><b>4.3</b> Promote Oral Health Resources</p>	<p>7/1/21 - 6/30/22</p>	

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	<p><b>A.</b> Contractor shall work with OHP's Communications Coordinator to obtain OHP's established Oral Health Awareness materials to be disseminated throughout each Mega SPA, which include, but are not limited to: educational materials, posters, pamphlets, and brochures that are relevant to each Mega SPA. Contractor shall also work with the State of California and Medi-Cal Dental Programs to obtain oral health resources, educational materials, posters, pamphlets, and brochures. Contractor must promote OHP's established Oral Health Awareness materials throughout each Mega SPA, with focused outreach efforts on vulnerable and underserved communities, by discussing and disseminating OHP's oral health resources.</p> <p>i. Materials should promote, at minimum, the following:</p> <ul style="list-style-type: none"> <li>a. The importance of oral health as part of overall health</li> <li>b. Oral health effects of sugar, sweetened beverages and proper nutrition</li> <li>c. Oral health effects of tobacco</li> </ul>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide a report detailing how many and what kinds of oral health resources/materials were obtained and disseminated.</p>

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	<p>d. Fluoride education and the benefits of drinking fluoridated tap water</p>		
	<p><b>B.</b> Contractor must provide written translation services to translate oral health resources/materials in the two most predominant non-English languages used in each Mega SPA.</p> <p>i. Contractor must research and identify the two most predominant non-English languages used in each Mega SPA. These languages should have been identified in the Mega SPA Overview Report.</p> <p>ii. Contractor must seek pre-approval from the State or federal agencies before translating their materials, if needed.</p> <p>iii. Established materials shall be in English and must be translated by the Contractor to the two most predominant non-English languages used in each Mega SPA for dissemination.</p>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide written translated materials in the two most predominant non-English languages used in each Mega SPA and a report on which materials were translated and where they were distributed.</p>
	<p><b>C.</b> Contractor must disseminate the oral health materials, resources, and educational materials to the community</p>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide a list of community centers that received oral health</p>

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	<p>centers listed below within each Mega SPA:</p> <ul style="list-style-type: none"> <li>i. three local churches</li> <li>ii. three local libraries</li> <li>iii. three local day care centers</li> <li>iv. three local health clinics with non-dental services</li> </ul>		resources and educational materials.
	<p><b>D.</b> Contractor may work with OHP's Communications Coordinator, if needed, to seek out and take advantage of at least two free publicity opportunities in each Mega SPA to promote oral health by writing op-eds, conducting news conferences, and/or producing social media content (i.e., posts on Instagram, Twitter, and Facebook). Content must be reviewed and pre-approved by OHP and DPH Office of Communications prior to engaging with any type of publicity activities.</p> <ul style="list-style-type: none"> <li>i. One of the two publicity opportunities in each Mega SPA shall be in the predominant non-English language used in that Mega SPA.</li> </ul>	7/1/21 - 6/30/22	Contractor to provide a report of the free publicity opportunities that Contractor participated in.

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	<b>4.4</b> Work with dental residency programs and continue to work with FQHCs.	7/1/21 - 6/30/22	
	<b>A.</b> Each Liaison shall act as a conduit between dentists and volunteer opportunities. Each Liaison must provide dentists in at least two FQHCs and/or dental residency programs in each Mega SPA with a list of volunteer opportunities every quarter specific to each Mega SPA to encourage them to volunteer for at least one event in each Mega SPA. Volunteer activities should include oral health education opportunities and outreach events for programs such as <i>Give Kids a Smile</i> , <i>Veterans Smile Day</i> , and <i>Senior Smile Day</i> .	7/1/21 - 6/30/22	Contractor to provide a report to include the volunteer lists provided quarterly; details on the volunteer events; the number of FQHC dentists reached out to; which dental residency programs received the volunteer list; and details on who participated in the volunteer activities.
	<b>4.5</b> Continue to work with schools.	7/1/21 - 6/30/22	
	<b>A.</b> Contractor must meet with administrators of at least one local community college or trade school in each Mega SPA to discuss incorporating oral health as a topic into one of their public health courses or dental assisting courses. Contractor may need to provide a presentation on public health dentistry.	7/1/21 - 6/30/22	Contractor to provide a report on the schools interested in incorporating oral health as a topic in their public health courses or dental assisting courses. Report must list which schools have successfully incorporated oral health as

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SCOPE OF WORK**

**TERM 3: July 1, 2021 through June 30, 2022 (Term 3 of 3)**

OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
			a topic and which schools Contractor presented at.
	<p><b>B.</b> PM must meet with the dental residency directors or administrators of at least three dental professional training programs at a dental school, dental hygiene school, or dental assisting school in each Mega SPA to discuss whether their students are doing rotations in underserved communities and with Special Needs Populations. If discussions and research findings indicate that there is not enough training being provided to their students, provide options to the dental schools to increase training in this area.</p> <p>i. Options can include providing a lecture or educational resources and creating action plans with dental schools on how to increase student rotations in underserved communities and with Special Needs Populations.</p>	7/1/21 - 6/30/22	Contractor to provide a report on the dental schools, dental hygiene schools, and/or dental assisting schools that were reached out to, and the names of the school administrators. Report must also include results of findings, action plans, and implementation of action plans.
	<p><b>C.</b> Contractor must meet with at least one dental organization (e.g., dental assisting school, dental school, dental hygiene school, etc.) in each Mega SPA to research what kinds of trainings are</p>	7/1/21 - 6/30/22	Contractor to provide a report on the dental organizations that were reached out to, including names of the administrators

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>being provided regarding cultural sensitivity in the provision of dental care. If research findings indicate that there is not enough training being provided to dental professionals, provide options/resources to increase training in that area.</p> <p>i. Options can include providing oral health resources and educational material to assist dental organizations increase trainings on the provision of dental care that is culturally and linguistically sensitive and that will promote trust and transparency with the communities they serve.</p>		<p>Contractor met with, and the dates and times of the meetings. Report must also indicate if and what culturally sensitive trainings are currently being provided.</p>
	<p><b>4.6</b> Work with early childhood home visitation programs.</p>	<p>7/1/21 - 6/30/22</p>	
	<p><b>A.</b> Contractor must reach out to the director or administrator of at least three early childhood home visitation programs, or service organizations for disadvantaged families (e.g., WIC and Healthy Start) in each Mega SPA to:</p> <p>i. Provide existing or create oral health care referrals and educational materials, which include oral hygiene</p>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide a report on the home visitation programs and service organizations that were reached out to. Report must include, but not be limited to: the list of oral health care referrals; educational materials, which include oral hygiene</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>instructions, and the aforementioned oral health toolkits (materials can be from the Oral Health Awareness campaign). Materials must be approved by OHP before dissemination.</p> <p>ii. Develop and implement trainings for home visitation program staff on how to integrate an oral health component into their visits.</p>		<p>instructions, and/or toolkits that were pre-approved by OHP; details on training plans created by Contractor; home visitation programs that have added an oral health component; list of trainings; and number of participants that attended the trainings.</p>
	<p><b>4.7</b> Continue to participate in community outreach events.</p>	<p>7/1/21 - 6/30/22</p>	
	<p><b>A.</b> Coordinate targeted outreach and awareness events in underserved communities through places of worship, health fairs, festivals, businesses, community meetings, libraries, and other venues in each Mega SPA.</p> <p>i. Each Liaison must engage in community outreach and promote oral health in at least three health fairs and at least five places of worship in underserved communities in each Mega SPA.</p> <p>ii. Contractor must order, pay for, and provide oral health incentives, oral health resources, and educational materials to be disseminated at</p>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide a report of community events attended and resources disseminated at the events. Contractor must also provide a log sheet detailing the type and number of oral health incentives disseminated including transfer dates and recipients.</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>community events. Examples of oral health incentives/resources include pamphlets and oral hygiene kits which include toothpaste, toothbrushes, and dental floss. Oral health incentives shall be provided to participants to motivate and/or reinforce positive behavior, encourage participation and/or involvement in the practice of good oral health habits, and incorporate oral health in whole person care and well-being. The cost of the oral health incentive must not exceed \$50 per person per year and must not include gift cards that can be used to purchase tobacco or alcohol products. The PM is responsible for possession, security, and accountability of the oral health incentives.</p> <p>iii. Each Liaison must reach out to at least three storefronts or pharmacies in each Mega SPA to develop new and innovative oral health service access points to better reach underserved populations.</p> <p>a. Discuss providing oral health resources in their businesses.</p> <p>b. Disseminate resources to include oral health education material</p>		

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>and referral lists for both dental emergencies and dental homes. Referral lists must be pre-approved by OHP.</p>		
	<p><b>4.8</b> Submit quarterly reports.</p> <p>Contractor must provide OHP’s evaluator with quarterly reports that reflect activities completed and/or in progress for each Mega SPA. Contractor must make edits based on OHP evaluator’s feedback before final submission.</p>	<p>7/1/21 - 6/30/22</p>	<p>Contractor to provide quarterly reports to OHP.</p>
<p><b>5.0 Section Five: Oral Health Summit</b></p>	<p><b>5.1</b> Plan, organize, and host a second full-day Oral Health Summit, as a follow up to the previous Oral Health Summit. The main purpose of the second Oral Health Summit is to discuss COHIP implementation activities and highlight progress made by OHCC, OHP, and the six COHIP Workgroups. In addition, the Summit will address the next steps in improving oral health for LAC residents. Contractor may hire an event consultant or coordinator, if needed.</p>	<p>1/1/22 - 6/30/22</p>	
	<p><b>A.</b> Contractor must find a venue close to downtown Los Angeles; host 200-250 participants (which should include participants from OHP’s previous Oral</p>	<p>1/1/22 - 6/30/22</p>	<p>Contractor to provide venue location information, electronic save-the-date notice and invitation, list of</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>Health summits); send out an electronic save-the-date notice five months prior to the event; identify and invite speakers; send out an electronic invitation; cater both breakfast and buffet style lunch; and reimburse parking fees for all participants. Contractor must cover all expenses related to the Oral Health Summit, and must submit the summit agenda, list of speakers, and speaker topics to OHP for review and approval.</p> <p>The Oral Health Summit shall be held during the first week of June 2022. Agenda shall include an opening speaker; overview of the COHIP implementation activities; OHP updates; speakers that participated in successful projects; COHIP Workgroup updates and an overview of their yearly action plans; a summit evaluation surveying the attendees; and progress of the two Los Angeles Dental Transformation Initiative programs.</p>		<p>invited guests, list of speakers, summit agenda, topics to discuss, and survey material to OHP for pre-approval. Contractor to also provide attendee evaluation results after the summit.</p>
<p><b>6.0 Section Six: Documentation and Distribution of the COHIP Implementation Report</b></p>	<p><b>6.1</b> Contractor must prepare the COHIP Implementation Report (“Report”) to reflect COHIP implementation activities completed by Contractor in Los Angeles County and within each of the four Mega SPAs. The</p>	<p>3/1/22 - 6/30/22</p>	<p>Contractor to provide the final draft of the Report; cover letter; one-page summary sheet; and web-ready and electronic version</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	<p>Report must also include all COHIP Workgroups and OHP activities completed and in progress. OHP will provide COHIP activities completed and in progress by Workgroups 5-6 and OHP activities to be included in the Report. Report does not need to specify who did the implementation, but needs to include the COHIP activities completed, in progress, and their outcomes. Contractor is also required to:</p> <ul style="list-style-type: none"> <li>A. Obtain feedback and approval from OHP before submitting final draft.</li> <li>B. Work with a qualified editor to review and revise the final Report. Contractor is allowed to hire or sub-contract a professional editor.</li> <li>C. Work with a qualified graphic design artist to add graphics to the Report. Contractor is allowed to hire or sub-contract a professional graphic design artist.</li> <li>D. Draft a cover letter for OHP Director's signature to be included in the Report.</li> <li>E. Create a one-page summary sheet for the Report, which must include all six COHIP Workgroup objectives. Contractor shall work with a qualified graphic artist to provide three</li> </ul>		<p>of the Report and one-page summary sheet.</p>

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	infographics for the Report’s one-page summary sheet. F. Create a web-ready and an electronic version of both the final COHIP Implementation Report and the Report’s one-page summary sheet. G. Present the Report, one-page summary sheet, cover letter, etc. to OHP for review and approval.		
	<b>6.2</b> Contractor is responsible for printing the Report, including the following:  A. 300 colored copies of the COHIP Implementation Report on 8x11 glossy paper B. 300 colored copies of the Report’s one-page summary sheet on 8x11 glossy paper	3/1/22 - 6/30/22	Contractor to provide 300 colored copies of the Report and 300 colored copies of the Report’s one-page summary sheet.
	<b>6.3</b> Contractor is responsible for distributing the Report  A. Mail Report with signed cover letter to all oral health stakeholders in each Mega SPA and institution contacts.	3/1/22 - 6/30/22	Contractor to provide list of Report recipients.
	<b>6.4</b> Share lessons learned.  A. Contractor must create a final report outlining problems encountered,	3/1/22 - 6/30/22	Contractor to provide report on lessons learned.

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OBJECTIVE	IMPLEMENTATION ACTIVITIES	TIMELINE	DOCUMENTATION/ DELIVERABLES
	lessons learned, and ways that future COHIP implementation activities can be improved. B. Contractor must meet with OHP to provide the report on lessons learned.		

## BUDGET INSTRUCTIONS

### ORAL HEALTH COLLABORATIVE CONSORTIUM SERVICES IFB #2019-002

These Budget Instructions provide Bidders direction for completing the budget forms provided in Exhibit 3 of Appendix D – Required Forms. The budgets must include all expenses required to complete the objectives, activities, and deliverables set forth in the Sample Contract (Appendix A), Statement of Work (Appendix B-1), and Scopes of Work (Appendices B-2.1, B-2.2, and B-2.3). Bidder must submit a budget for each of the three terms, which are separated into 3 tabs on the Excel spreadsheet provided. Pursuant to IFB Section 1.1.3, Availability of Funding, the budgets should not exceed the following amounts per term:

- Term 1: \$635,000
- Term 2: \$770,000
- Term 3: \$777,000

(Note: differences in budget amounts are due to the differences in services/deliverables required per term.)

Bidder must use the budget forms/Excel spreadsheet provided with this IFB. No other budget forms or templates shall be accepted. Bidder may add additional rows on the Excel spreadsheet as necessary, however the budget must be formatted and provide all the information as required in the template and budget instructions. Bidders must also ensure that formulas/calculations are accurate. All amounts are to be rounded to the nearest dollar. Budgets submitted in excess of the budget limits listed above may be deemed non-responsive and may be disqualified from further consideration.

Bidders must include all costs associated with the budget categories listed below:

#### **Budget Categories**

##### **A. Full-time and Part-time Salaries**

At a minimum, the budget should include the following required full-time personnel:

- **One (1) Project Manager (1.0 Full-time Equivalent (FTE))**
- **Four (4) Liaisons (4.0 FTE)**
- **One (1) Staff Assistant (1.0 FTE)**

**Full-time Salaries:** List the position title and name of each full-time employee that will provide services under the proposed project. A “full-time employee” is an individual who works 40 hours per week for the Bidder, and is determined by the fact that Bidder reports and pays payroll taxes (SUI, FICA, etc.) and pays employee’s income taxes as basic legal requirements. Specify “vacant” for the employee’s name if the employee has not been identified and/or hired.

- **Monthly Salary:** For each full-time position, enter the employee’s monthly salary.
- **Number of Months:** For each full-time position, enter the budgeted number of months each employee will work under the proposed project.
- **Percentage (%) of Time:** Enter the total percentage of time that each full-time employee will work under the proposed project. If all of an employee’s time will be spent under the proposed project, enter 100% (100% means 40 hours per week).

If less than 40 hours per week will be spent on the proposed project, enter the appropriate percentage of time. If an employee is a part-time staff member (working for the Bidder less than 40 hours a week) list the employee under part-time staff.

- **Total:** The salary amounts should automatically calculate in the Total column on the Excel spreadsheet provided. (For each full-time position, the monthly salary should be multiplied by the number of months and by the percentage of time.) This amount should be automatically entered in the Total column.
- **Subtotal Full-time Salaries:** The subtotal amounts for Full-time salaries should be automatically added and entered in the Total column.

**Part-time Salaries:** List the position title and name of each part-time employee that will provide services under the proposed project. A “part-time employee” is an individual who works for the Bidder on a part-time basis only and is paid on an hourly basis. Specify “vacant” for the employee’s name if the employee has not been identified and/or hired. (Note: If an employee works 40 hours per week but only 40% of the employee’s time is charged to the project and 60% charged to another project, the employee should be listed under full-time staff.)

- **Hourly Salary:** For each part-time position, enter the employee’s hourly rate.
- **Number of hours worked annually:** For each part-time position, enter the budgeted number of hours each employee will work annually under the proposed project.
- **Percentage (%) of Time:** Enter the total percentage of time that each part-time employee will work under the proposed project.
- **Total:** The salary amounts should automatically calculate in the Total column. (For each part-time position, the hourly rate should be multiplied by the number of hours worked annually and by the percentage of time.) This amount should automatically be entered in the Total column.
- **Subtotal Part-time Salaries:** The subtotal amounts for Part-time salaries should automatically be added and entered in the Total column.

**Total Salaries:** The Total Salaries should automatically calculate in the Total Salaries row. (The Subtotal Full-time Salaries and Subtotal Part-time Salaries should be automatically added). Bidder must ensure that formulas/calculations are accurate.

## **B. Employee Benefits**

- **Full-time Employee Benefits Rate:** Enter the estimated total full-time employee benefits percentage (%) rate for which the Bidder is responsible (e.g., FICA, SUI, Workers’ Compensation, retirement, etc.). The total amount of full-time employee benefits should automatically calculate in the Total column. (The Full-time Employee Benefits Rate should be multiplied by the Subtotal Full-time Salaries.)
- **Part-time Employee Benefits Rate:** Enter the estimated total part-time employee benefits percentage (%) rate for which the Bidder is responsible (e.g., FICA, SUI, Workers’ Compensation, retirement, etc.). The total amount of part-time employee benefits should automatically calculate in the Total column. (The Part-time Employee Benefits Rate should be multiplied by the Subtotal Part-time Salaries.)
- **Employee Benefits Totals:** The total amount of Employee Benefits should automatically calculate in the Amount column. (The amount of Full-time Employee Benefits and the amount of Part-time Employee Benefits should be automatically

added.)

**Total Salaries & Employee Benefits:** The Total Salaries & Employee Benefits amount should automatically calculate in the Total Salaries & Total Employee Benefits row. (The Total Salaries amount and the Total Employee Benefits amount should be automatically added.) Bidder must ensure that formulas/calculations are accurate.

### **C. Operating Expenses**

Identify the type of expense (e.g., office or facility rent/lease, office supplies, printing/reproduction, general liability insurance, equipment, computers, telephone expenses, etc.) that will be required for the provision of services under the proposed project. Bidder must also provide a short description of the expense and/or methodology for arriving at the expense amount. Enter the total cost of the expense item in the Amount column. The costs for operating expenses should conform to the proposed project's objectives. Please note, there will be no reimbursement for mortgage expenses for property owned by the Bidder.

### **D. Mileage and Travel**

Identify the costs of mileage required for the provision of services under the proposed project. This may be calculated by multiplying the estimated number of miles each employee will be required to travel by the **lower** of the bidder's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is currently 55 cents per mile). Bidder must also identify the travel costs required for the proposed project (e.g., parking fees). Provide a short description of the expense and/or methodology for arriving at the expense amount (e.g., indicate the total number of miles and mileage rate used) and enter the total cost of the expense item in the Amount column.

### **E. Other Costs (including Consultants/Subcontractors)**

Identify other costs required for the provision of services under the proposed project (e.g., Oral Health Summit expenses, venue fees, catering costs, food and beverages, costs of printing and distributing reports, and oral health incentives [e.g., toothbrushes, floss, toothpaste]). The cost of oral health incentives must not exceed \$50 in value, per person per year and must not include gift cards that can be used to purchase tobacco or alcohol products. Bidder may also include costs of hiring subcontractors and/or consultants (e.g., event planners, translators, subject matter experts, graphic design artists, etc.). Provide a short description of the expense and/or methodology for arriving at the expense amount (e.g., provide the type of consultant/subcontractor and indicate their hourly rate) and enter the total cost of the expense item in the Amount column.

### **F. Total Direct Costs (Categories A through E)**

The Total Direct Costs should automatically calculate in the Amount column. (The total amounts of categories A through E should be automatically added.) Bidder must ensure that formulas/calculations are accurate.

### **G. Indirect Costs**

Enter indirect costs required for the provision of services under the proposed project. Indirect costs are costs that are incurred for a common or joint purpose benefiting more than one cost objective, and not readily attributable to any particular project or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by

administrative personnel, etc.

Indirect costs should not exceed 15% of total salaries and benefits.

#### **H. Total Term Budget**

The Total Term Budget for the respective term should automatically calculate in the Amount column. (The amount of Total Direct Costs and Total Indirect Costs should be automatically added.) Bidder must ensure that formulas/calculations are accurate.

#### **I. Total Budget Cost (Total Bid Amount)**

The Total Budget Cost (Total Bid Amount) should automatically calculate in the Cumulative Budget worksheet (tab 4 of the budget form Excel spreadsheet). (The Total Term Budget amounts for Terms 1, 2, and 3 should be automatically added.) Bidder must ensure that formulas/calculations are accurate. The Total Budget Cost will represent Bidder's Total Bid Amount requested for the proposed project.

**REQUIRED FORMS**

**FOR**

**ORAL HEALTH**

**COLLABORATIVE CONSORTIUM SERVICES**

**IFB #2019-002**

**REQUIRED FORMS**  
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**REQUIRED FORMS – EXHIBIT 1 (PAGE 1 OF 2)**

**BIDDER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

**Bidder’s Legal Full Name:** \_\_\_\_\_

Please complete, date, and sign this form. The person signing the form must be authorized to sign on behalf of the Bidder and authorized to bind the applicant in a Contract.

1. Bidder’s form of business entity:

a. Please check box if your firm is one of the following:

- Corporation
- Limited liability company (LLC)
- Non-profit corporation

State its legal name (as found in your Articles of Incorporation) and State of Incorporation:

\_\_\_\_\_

Legal Name State Year Incorporated

b. If your firm is a sole proprietor or limited partnership, state the name of the proprietor or managing partner:

\_\_\_\_\_

Name(s)

c. Others (e.g. governmental agencies, school districts, educational institutions, hospitals, etc.):

\_\_\_\_\_

Type of entity

2. Is your firm doing business under one or more DBA (Doing Business As)?  Yes  No

Name County of Registration Year became DBA

\_\_\_\_\_  
\_\_\_\_\_

3. Is your firm wholly/majority owned by, or a subsidiary of another firm?  Yes  No

If yes, name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

4. Has your firm done business as other names within the last five (5) years?  Yes  No

Name Year of Name Change

\_\_\_\_\_  
\_\_\_\_\_

5. Is your firm involved in any pending acquisition or merger, including the associated company name?

Yes  No

## REQUIRED FORMS – EXHIBIT 1 (PAGE 2 OF 2)

### BIDDER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

<b>BIDDER NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>	
<b>ADDRESS:</b>		<b>DUNS NUMBER:</b>	
<b>PHONE NUMBER:</b>	<b>E-MAIL:</b>	<b>CAGE NUMBER:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>		<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>	
<b>BIDDER OFFICIAL NAME AND TITLE (PRINT):</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

**REQUIRED FORMS – EXHIBIT 2 (PAGE 1 OF 3)**

**BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS**

Bidder must demonstrate its ability to meet **each** of the Bidder’s Minimum Mandatory Requirements (MMRs) outlined in Section 1.4 of the IFB **by the date on which bids are due**. Bidder should document all relative experience and qualifications to demonstrate compliance with the MMRs. Bidder acknowledges and certifies that it meets and will comply with the MMRs stated in Section 1.4 of the IFB, as listed below. Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder’s MMRs.

**Check the appropriate boxes:** (*Bidder must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of your bid as non-responsive.*)

<b>IFB Section</b>		<b>BIDDER’S MINIMUM MANDATORY REQUIREMENTS</b>	
<b>Section 1.4.1</b>	<b><u>Experience:</u></b>	Bidder must have a minimum of three years’ experience, within the last five years, providing community outreach or community engagement services related to the fields of public health, health, and/or oral health.	
	<p><b>Check the appropriate box:</b></p> <p><input type="checkbox"/> <b>Yes.</b> Bidder meets the experience requirement stated above.</p> <p><input type="checkbox"/> <b>No.</b> Bidder does not meet the experience requirement stated above.</p> <p><i>Bidder must document their experience below that clearly demonstrates Bidder’s ability to meet the above-referenced requirement. Provide dates, names of organizations/agencies/departments in which Bidder provided the required service that substantiates Bidder meets the above-referenced requirement. <u>Attach additional sheets as necessary.</u></i></p>		
<p><b>Indicate Years of Experience from</b> _____ <b>to</b> _____</p> <p align="center"><b>mm/yr                      mm/yr</b></p>			

REQUIRED FORMS – EXHIBIT 2 (PAGE 2 OF 3)

BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

IFB Section	BIDDER’S MINIMUM MANDATORY REQUIREMENTS
Section 1.4.2	<p><b>Experience:</b></p> <p>Bidder must have a minimum of three years’ experience, within the last five years, working with at least one of the following types of organizations: hospitals, community health clinics, health centers, dental clinics, schools, or health advocacy groups; <u>AND</u> demonstrate that the work was related to at least one of the following: 1) health education or health advocacy; or 2) conducting research or completing reports on public health, health, and/or oral health programs.</p> <p>Bidder must provide a written narrative below that clearly demonstrates that Bidder meets the above-referenced requirements, including a description of:</p> <ul style="list-style-type: none"><li>a) the number of years of experience and specific dates;</li><li>b) the types and names of the organizations worked with; and</li><li>c) the type of work performed</li></ul>
<p><b>Check the appropriate box:</b></p> <p><input type="checkbox"/> <b>Yes.</b> Bidder meets the experience requirement stated above.</p> <p><input type="checkbox"/> <b>No.</b> Bidder does not meet the experience requirement stated above.</p> <p><i>Bidder must document their experience below that clearly demonstrates their ability to meet the above-referenced requirement. <u>Attach additional sheets as necessary.</u></i></p>	
<p>Indicate Years of Experience from _____ to _____ mm/yr mm/yr</p>	
<p>Describe experience in the following format:</p> <ul style="list-style-type: none"><li>a) number of years of experience and specific dates (minimum requirement: three years within the last five years)</li><li>b) types and names of the organizations worked with (minimum requirement: hospitals, community health clinics, health centers, dental clinics, schools, or health advocacy groups)</li><li>c) describe <u>in detail</u> the type of work performed (minimum requirement: 1) health education or health advocacy; or 2) conducting research or completing reports on public health, health, and/or oral health programs)</li></ul>	

REQUIRED FORMS – EXHIBIT 2 (PAGE 3 OF 3)

BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

IFB Section	BIDDER’S MINIMUM MANDATORY REQUIREMENTS
<b>Section 1.4.3</b>	<p><b><u>Unresolved Disallowed Costs:</u></b></p> <p>If Bidder’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000, that are confirmed to be disallowed costs by the County, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that the Bidder does not have unresolved disallowed costs.</p>
<p><b>Check the appropriate box:</b></p> <p><input type="checkbox"/> Bidder <b>does not</b> have any unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Bidder <b>has</b> unresolved disallowed costs as explained above.</p>	

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the DPH Director’s sole judgment and her judgment shall be final.

On behalf of (Bidder's Name) \_\_\_\_\_

I, (Bidder's Authorized Representative) \_\_\_\_\_

hereby certify that this Bidder's Affidavit is true and correct to the best of my information and belief.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_





BUDGET FOR TERM 2 OF 3

Bidder Name:						
Budget Term 1	MONTH/DAY	YEAR	THROUGH	MONTH/DAY	YEAR	
(period):	July 1	2020		June 30	2021	
<b>A. FULL-TIME AND PART-TIME SALARIES</b>						
<b>Full-time Salaries (Position Title and Name)</b>		<b>Monthly Salary</b>	<b>No. of Months</b>	<b>% of Time</b>	<b>Total</b>	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
<b>Subtotal Full-time Salaries</b>					\$	-
<b>Part-time Salaries (Position Title and Name)</b>		<b>Hourly Salary</b>	<b>No. of hours worked annually</b>	<b>% of Time</b>	<b>Total</b>	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
<b>Subtotal Part-time Salaries</b>					\$	-
<b>TOTAL SALARIES:</b>					\$	-
<b>B. EMPLOYEE BENEFITS</b>						<b>Amount</b>
enter % rate						
Full-time Employees Benefits Rate:					\$	-
Part-time Employees Benefits Rate:					\$	-
<b>Total Employee Benefits:</b>					\$	-
<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS (A &amp; B):</b>					\$	-







CUMULATIVE BUDGET (TERMS 1-3)

<b>Bidder Name:</b>						
<b>Cumulative Budget</b>	<b>MONTH/DAY</b>	<b>YEAR</b>		<b>MONTH/DAY</b>	<b>YEAR</b>	
<b>(period):</b>	<b>Date of Execution</b>	<b>2019</b>	<b>THROUGH</b>	<b>June 30</b>	<b>2022</b>	
			<b>Term 1</b>	<b>Term 2</b>	<b>Term 3</b>	<b>Cumulative</b>
<b>I. TOTAL BUDGET COSTS REQUESTED (BID AMOUNT)</b>			\$ -	\$ -	\$ -	\$ -

## REQUIRED FORMS – EXHIBIT 4

### REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; **or**
- Certified as a small business enterprise with other certifying agencies pursuant to DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and an employee size that meet the State's Department of General Services requirements; **and**
- Certified as an LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as an SE business by the DCBA.

**Request for Disabled Veteran Business Enterprise (DVBE) Program Preference**

- Certified by the State of California as a DVBE; **or**
- A business verified as a service-disabled veteran-owned small business by the Veterans Administration; **or**
- Certified by the U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies pursuant to DCBA's inclusion policy that meets the criteria set forth by the State of California or U.S. Department of Veteran Affairs; **and**
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

**A copy of the DCBA certification is attached.**

Name of Firm:	County WebVen No.:		
Print Name:	Title:		
Signature:	Date:		
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**REQUIRED FORMS – EXHIBIT 5**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List name(s) and telephone number(s) of all persons legally authorized to commit the Bidder.

NAME	PHONE NUMBER
------	--------------

- 1.
- 2.
- 3.

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

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NONE

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

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Name of Firm

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Print Name of Signer

Title

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Signature

Date

**REQUIRED FORMS – EXHIBIT 6**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Bidder Name:
Bidder Official Title
Official's Signature

**REQUIRED FORMS – EXHIBIT 7**  
**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder’s organization have and will comply with it during the bid process; and
- 3) it is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

Signature	Date:
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**REQUIRED FORMS – EXHIBIT 8**  
**BIDDER’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	<b>YES</b>	<b>NO</b>
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	( )	( )

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Signature

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Date

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Name and Title of Signer (please print)

**REQUIRED FORMS – EXHIBIT 9**

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV)

**Bidders unable to meet this requirement shall not be considered for contract award.**

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Bidder is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Bidder’s Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 10**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation for: <b>Oral Health Collaborative Consortium Services IFB #2019-002</b>		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 11**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

**OR**

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Please Print Name and Title of Signer

**REQUIRED FORMS – EXHIBIT 12**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for: <b>Oral Health Collaborative Consortium Services IFB #2019-002</b>		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 13**  
**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for: <b>Oral Health Collaborative Consortium Services IFB #2019-002</b>		

**BIDDER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that bidder or a member of bidder’s staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 14**

**VENDOR’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Vendor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

**COMPLIANCE QUESTIONS**

**Documentation Available**

- |   |  |  |
|---|--|--|
| 1) Will County data stored on your workstation(s) be encrypted?   | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
| 2) Will County data stored on your laptop(s) be encrypted?  | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
| 3) Will County data stored on removable media be encrypted?   | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
| 4) Will County data be encrypted when transmitted?  | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
| 5) Will Bidder maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |
| 6) Will County data be stored on remote servers*?<br>*cloud storage, Software-as-a-Service or SaaS      | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> |

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Bidder Name

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Bidder Official Title

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Bidder Signature

**REQUIRED FORMS – EXHIBIT 15**  
**BIDDER’S PENDING LITIGATIONS AND/OR JUDGMENTS**

**Bidder’s Name:** \_\_\_\_\_

Identify by name, case, and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against Bidder or principals of the Bidder.

Check box if Bidder or principals of the Bidder do **not** have any pending litigation and/or judgments in the past five years.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

**REQUIRED FORMS – EXHIBIT 16**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for <b>Oral Health Collaborative Consortium Services IFB #2019-002</b>		

**BIDDER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that bidder/contractor and staff performing work under the Contract will be in compliance. Bidder/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 17**  
**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Bidder/Contractor \_\_\_\_\_ hereby affirms that it  
(Bidder's/Contractor's Legal Entity Name)

understands and agrees that a submission of a bid to the County of Los Angeles, Department of Public Health, **IFB #2019-002, for Oral Health Collaborative Consortium Services**, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced IFB, including the Statement of Work, Scope of Work, and any addenda thereto.

Signature of Authorized Representative of Bidder:	Date:
Print Name:	Title

**INVITATION FOR BIDS (IFB)  
TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

**Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.**

Bidder Name:	Date of Request:
Solicitation Title: <b>Oral Health Collaborative Consortium Services</b>	Solicitation No.: <b>IFB #2019-002</b>

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

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Request submitted by:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE...**

#### **The importance of small business to the County...**

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunities to those historically under-represented in business

#### **The County can play a positive role in helping small business grow...**

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**LISTING OF CONTRACTORS DEBARRED  
IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

## IRS NOTICE 1015

Latest version is available from IRS website at:

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2018)

### **Have You Told Your Employees About the Earned Income Credit (EIC)?**

#### **What is the EIC?**

The EIC is a refundable tax credit for certain workers.

#### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

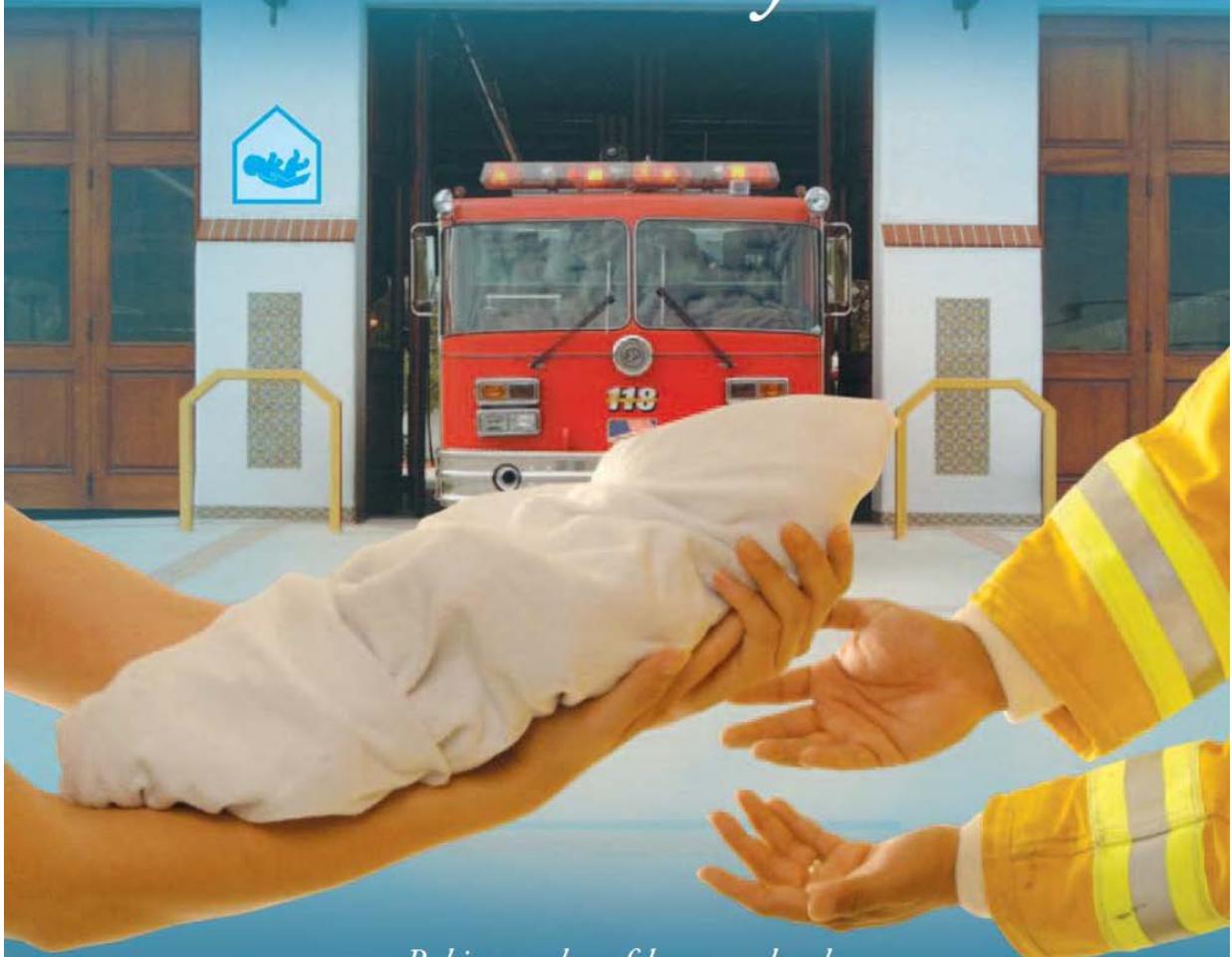
#### **How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2018)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



## SAFELY SURRENDERED BABY LAW

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

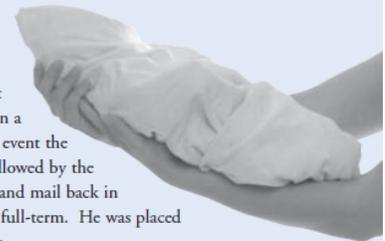
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



SAFELY SURRENDERED BABY LAW



# *Ley de* Entrega de Bebés *Sin Peligro*

*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



## SAFELY SURRENDERED BABY LAW

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Bidder on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following references to resources are offered to assist Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov> contains much information helpful to regulated charitable organizations.

#### 1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>.

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Los Angeles County Department of  
Public Health Oral Health Program

# Community Oral Health Improvement Plan



2019–2023





Funded by the CDPH under Contract # 17-10698

由CDPH依據合約編號#提供資金 17-10698

Pinopondohan ng CDPH sa ilalim ng Kontrata # 17-10698

Financiado por CDPH en virtud del contrato n.º 17-10698

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## Letter from the Dental Director

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It is with great pleasure that I introduce Los Angeles County's first Community Oral Health Improvement Plan (COHIP). Over the past year community leaders, dental professionals, public health experts, educators, residents, and a wonderfully diverse group of people from the private, nonprofit, and public sectors have worked together to develop this plan. Built with the goal of fostering "a community where oral health is recognized as essential for overall health, and where everyone has the opportunity to achieve optimal health and well-being," the COHIP offers a vision for improving the health of Angelenos across the county.

For many years, oral health has been treated as separate and distinct from other aspects of health and well-being. We know that good oral health leads to better outcomes in terms of heart health, diabetes, pregnancy, and more, as well as better educational and financial outcomes. The plan articulated in these pages outlines the work that we, as a community, need to dedicate ourselves to over the next five years to improve oral health in Los Angeles County. This COHIP recognizes that no single approach to improving oral health is sufficient because there are many problems to solve. The fact is we have to address a whole range of issues, from basic awareness about preventive dental care to the need for more services in certain communities to the broader social determinants of health that impact the welfare of our communities. To address these issues, the dozens of community partners who developed this plan have identified six key objectives. Together, we have crafted more than 60 activities for our community to collectively pursue over the next five years to meet those objectives.

This plan is not simply a plan for government action. Rather, the success of the Community Oral Health Improvement Plan depends on the effort and dedication of many partners both inside and outside of government. We are fortunate in Los Angeles County to have such a vibrant community of people and organizations who care deeply about oral health and who have come together to create and implement this plan. As you read through this plan, you will notice that it often discusses the things "we will do" over the next five years. The "we" includes not only the County's Oral Health Program that I direct, but also includes these diverse and passionate advocates of oral health upon whom our success will rely.

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This project could not have been developed without the financial support generated by the voters of California when they passed the 2016 tobacco tax (Proposition 56), which included funds for oral health improvement projects like this COHIP. I am also grateful for the support of the Los Angeles County Board of Supervisors; Dr. Barbara Ferrer, Department of Public Health Director; Dr. Jayanth Kumar, California Department of Public Health Dental Director; and the many partners who have come together to collaborate on developing and implementing this Plan.

As the Dental Director for the Department of Public Health Oral Health Program, I am thrilled by the opportunity we have to make significant and lasting improvements in the health of our community, and I look forward to working with you to achieve these important goals.

Sincerely,



Maritza C. Cabezas, DDS, MPH





# Introduction

The health and well-being of any individual depends, in part, on their oral health. Unfortunately, oral health has been isolated from other healthcare specialties, and, notably, it has been excluded from Medicare. Despite its importance to overall health, oral health has not always received the public attention or resources it deserves.

Oral health refers to the health of the entire mouth—teeth, gums, tongue, jaw, throat, and palate—and good oral health means being free of tooth decay and gum disease, chronic oral pain, oral cancer, cleft lip and palate, and other conditions as well. Like other aspects of health, the factors that contribute to poor oral health range from personal actions, such as dental hygiene and tobacco use, to social determinants, such as the impacts of poverty and the environment in which people live. Addressing the range of factors is critical to improving public health.

Tooth decay is the most common chronic condition faced by children. Yet it is a preventable disease. Oral diseases and infections are also linked to diabetes, cardiovascular diseases, and pregnancy-related complications, and can worsen chronic kidney disease. We simply cannot neglect oral health; indeed, we must commit to investing time and resources toward its improvement.

This Community Oral Health Improvement Plan (COHIP)—the first of its kind in Los Angeles County—provides a framework for action over the next five years. It envisions a healthier Los Angeles County in which more residents have a dental home, fewer young children experience tooth decay, and people can access quality care in their communities, in their language, and in a culturally sensitive and competent manner.

The COHIP aims to achieve six objectives, using multiple strategies to tackle each objective, each with their own action plans for implementation. The key objectives include:

- Awareness and Health Literacy
- Improved Access to Care
- Coordination of Care
- Workforce Development and Capacity
- Policy Leadership
- Surveillance, Transparency, and Accountability

These objectives, and the associated strategies and activities, were informed by research and interviews with experts, practitioners, and residents, and crafted by a diverse group of community leaders, public health and oral health professionals, and nonprofit and private sector partners. In the following pages, we provide more background on the issue of oral health, the development of the COHIP, the plan itself, and the metrics by which we will assess its progress.

Most importantly, though, the COHIP serves as a guide for the hundreds of public and private sector partners who will be needed over the next five years in order to achieve its goal of a healthier Los Angeles County.

# Background Data

**Los Angeles County is the largest county in America with more than 10 million inhabitants** spread across 88 cities, representing over a quarter of California's population. **It is also one of America's most diverse counties with at least 185 different languages spoken in residents' homes<sup>1</sup> and immigrants constituting more than a third of the residents.<sup>2</sup>** Los Angeles County has the highest number of millionaire households (over 268,000),<sup>3</sup> the highest number of unsheltered homeless individuals (approximately 37,500),<sup>4</sup> and the highest number of undocumented immigrants (1.05 million)<sup>5</sup> of any US county.

Using the most recent data,<sup>6</sup> **59% of Angelenos saw a dentist in the past year, but that means over three million people did not.** Unfortunately, LA's diversity is also accompanied by inequitable health outcomes. According to County data, while 73% of white Angelenos saw a dentist in the past year, this number drops to 59% for Asians, 54% for African Americans, and 50% for Latinos. The disparities are even more acute when broken down by income. **When looking at lower-income individuals, who are below 200% of the federal poverty level, only 45% saw a dentist in the last year,** compared to 76% for those who are above 300% of the poverty level. Broken down by geography, in Los Angeles County's most affluent Service Planning Area (SPA), West LA, 71% of residents visited a dentist in the past year, compared to only 43% in South LA and 53% in East LA, the two most underserved SPAs.

There are a range of factors driving these disparities. Social determinants, including geography, income, race and ethnicity, as well as diet, health literacy, availability of services, and regional job opportunities play significant roles. Additionally, language and cultural barriers, personal and family stress, and the perceived value of oral health are known to impact oral health outcomes.

Through focus group exchanges with low-income residents from across the county, **cost was the most consistently cited barrier to accessing services,** though transportation,

**73%** of underserved children in Los Angeles have **untreated caries.**



**81%** of underserved children in Los Angeles have **need dental care.**



**Percentage of Angelenos Who Saw a Dentist in the Past Year**



**Source:** Los Angeles County Health Survey, 2015

Of those who did not see a dentist, over **2 out of 3** came from **lower income households.**



**42%** of Angelenos do not have tap water that is optimally fluoridated.



dental office hours, difficulty understanding insurance coverage, and availability of appointments were factors as well.<sup>7</sup> **A lack of trust also arose as a common theme;** some expressed concern that dentists were overcharging them, recommending unnecessary services, or providing sub-optimal care. Residents recounted stories of friends and family members visiting unlicensed “garage” dentists instead of dental clinics in order to get less expensive care or care from a provider who spoke their language. Providers expressed the view that some dentists felt they had to rely on tooth extractions instead of preferred approaches to oral health problems, because patients were unlikely to come back for multi-session treatments. These issues can be exacerbated by the lack of cultural sensitivity of some providers, as well as a broader social and political climate targeting both undocumented immigrants and immigrant communities generally.

Water fluoridation is another important factor affecting Angelenos’ oral health. When drinking water is optimally fluoridated it strengthens the enamel in teeth, helping prevent tooth decay. However, **only 58% of Los Angeles County residents have optimally fluoridated water** coming out of their home faucets, and those without it typically live in underserved neighborhoods.<sup>8</sup> But the problem runs deeper. Even where the water is fluoridated, other conditions, such as deteriorating household plumbing and water system infrastructure, can make the tap water unsafe to drink.<sup>9</sup> Additionally, where the water is potable, many households still won’t drink it due to the habits acquired and passed along from living in other countries where the tap water was, in fact, unsafe.<sup>10</sup> These factors, along with others such as the targeted advertising of soda and sports drinks to youth, mean that only 6% of underprivileged children in Los Angeles County primarily drink tap water versus bottled water or other unfluoridated drinks.<sup>11</sup>

These disparities in oral health hit children from underserved families especially hard, impacting school performance as well their overall health. **Students with toothaches are four times more likely to have low GPAs, and students without access to needed dental care were almost three times as likely to miss school.**<sup>12</sup> The result is poorer academic performance, which in turn becomes its own social determinant of health as these children become adults and have families of their own.

These, and other data, provided a common foundation to the individuals involved in the COHIP planning process.

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# COHIP Planning Process

Support for the creation of the Los Angeles County Community Oral Health Improvement Plan (COHIP) came from California's Proposition 56 Tobacco Tax. A portion of the funds generated by Prop 56 was allocated for local oral health improvement efforts, including the creation of county-level community plans. To facilitate the creation of Los Angeles County's COHIP, the Department of Public Health (DPH) Oral Health Program (OHP) retained NPO Solutions, a social sector management consulting firm, to orchestrate a five-phase planning process as described below:



**Phase 1: ESTABLISHMENT** — Plan and Form the Steering Committee

**Phase 2: ENGAGEMENT** — Gather Information and Form the Planning Committee

**Phase 3: PRIORITIZATION** — Identify and Prioritize the Contents of the COHIP

**Phase 4: FINALIZATION** — Finalize Objectives, Strategies, and Measurable Outcomes of the Plan

**Phase 5: DOCUMENT** — Document and Distribute Plan

This process began with a commitment to engage a diverse group of stakeholders, including community and non-profit leaders, dental professionals, public health experts, private sector participants, and residents. During the planning process, approximately 150 people provided expertise, insights, and input through interviews, focus groups, working groups, and COHIP committee meetings.

A Steering Committee of 12 oral health experts guided the process at the highest level. This group played a critical role in crafting the overarching vision and guiding principles of the COHIP, as well as ideas for the key objectives within the plan. Early in the process, interviews were conducted with several experts and stakeholders and engaged community members and community health advocates through focus groups. Findings from these efforts were combined with a review of data, oral health research, and relevant academic literature to provide a foundation for the COHIP design process.

The Planning Committee, composed of approximately 70 diverse stakeholders from around the county, reviewed the research and interview findings and began to debate potential strategies and activities that would address the identified objectives and vision of the COHIP. Planning Committee members were invited from local dental clinics, academia, community organizations, local government, insurance providers, school systems, and regional nonprofits. Through three working groups that met over the course of the summer of 2018, the participants crafted the action plans that would become the most granular level of activity prescribed by the COHIP.

The Planning Committee and Steering Committee then reviewed the COHIP draft framework in its entirety before submitting it for final approval by the Department of Public Health Oral Health Program and ultimate publication.

## Vision and Guiding Principles

A COHIP should set forth a practical road map for improving the well-being of Los Angeles County residents. It must provide concrete actions to take and clear outcomes to be achieved that help county agencies, nonprofits, and private sector partners make important decisions about how to deploy resources and allocate time over the next five years. But in order to create this detailed roadmap, COHIP planning participants first sought consensus regarding the broadest goals and the rules of the road to be followed in order to get there. To accomplish this, the consultants engaged the Steering and Planning Committees to craft the vision statement and guiding principles.

The resulting vision statement describes Los Angeles County as it will look as a result of the success of this and future COHIPs. The guiding principles lay out the foundational values and goals that helped direct and shape the plan.

# Vision of the COHIP

**A community where oral health is recognized as essential for overall health, and where everyone has the opportunity to achieve optimal health and well-being.**



# Guiding Principles



**1. Oral health is integral to overall health and well-being.**



**2. We prioritize disease prevention through oral health promotion, awareness, and preventive services, while supporting targeted, evidence-based treatment.**



**3. Social and economic factors that impact the oral health of individuals and the community must be considered.**



**4. Oral health services and programs must be culturally-, linguistically-, and age-appropriate, accessible to all, and in service of social equity.**



**5. Collaboration, coordination, and integration across health, social service, and other sectors are essential to improving oral health.**



**6. Goals and strategies will be informed by community input, research, and needs-based assessments, as well as regularly evaluated, and aligned with the California Oral Health Plan.**

# Key Objectives

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In support of the COHIP’s vision, and aligned with its guiding principles, the COHIP planning participants identified six high-level objectives for the COHIP to prioritize.

## Awareness and Health Literacy:

Increase awareness of the importance and contribution of optimal oral health to overall health and well-being across the lifespan.



## Improved Access to Care:

Improve access to oral health care by increasing providers’ cultural and technical capacities, fostering trust between patients and providers, and reducing logistical barriers to care.



## Coordination of Care:

Strengthen systems of care by effectively integrating and coordinating oral health care with other health and social services.



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## Workforce Development and Capacity:

Increase the number of oral health sector workers to meet the needs of LA County's economically and culturally diverse communities.



## Policy Leadership:

Develop and influence federal, state, and local policies that will promote equitable access to oral health services and opportunities needed for optimal health and well-being.

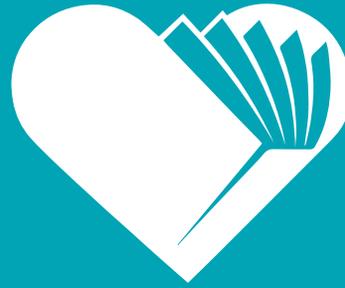


## Surveillance, Transparency, and Accountability:

Track oral health determinants and outcomes in Los Angeles County. Data collected will be made available for research and analysis, policy development and implementation, and public dissemination.



# Objective One



## Awareness and Health Literacy:

**Increase awareness of the importance and contribution of optimal oral health to overall health and well-being across the lifespan.**

The COHIP's stakeholder engagement process revealed that many Angelenos have misconceptions or a lack of key information about oral health, ranging from the age that children should start seeing a dentist to the dental care covered by Medi-Cal to basic best practices for oral hygiene. Over the next five years, a multifaceted, multilingual, and multicultural public awareness effort will be developed and implemented throughout Los Angeles County. It will include strategic communications using targeted advertising, as well as efforts to focus media attention on oral health. Participating community partners will seek opportunities to increase health literacy through collaboration with schools, community organizations, and the private sector. Partners will also foster more dialogue between dental professionals and other healthcare providers and support efforts to increase awareness of Medi-Cal's dental coverage.



## Our Strategies for Success

- A.** Implement a broad, multifaceted oral health branding campaign that focuses on outreach to underserved and vulnerable communities
- B.** Increase the amount of high-quality oral health awareness activities provided to students from pre-K to high school in LA County schools
- C.** Implement proactive messaging to Medi-Cal recipients and providers in LA County so they are aware of the dental benefits available to Medi-Cal recipients
- D.** Foster collaborative community partnerships among public, private, and nonprofit organizations to raise the oral health awareness of LA County residents of all ages
- E.** Increase awareness among other health and social service professionals of the importance of oral health to overall health and the ways they can address the oral health needs of their patients

# Objective One

## Strategy A

**Implement a broad, multifaceted oral health branding campaign that focuses on outreach to underserved and vulnerable communities.**

In order to focus attention on the importance of oral health and hygiene, we want to provide a clear and consistent message to the public through multiple channels. Because the data show significant disparities in oral health outcomes for lower-income, multicultural communities, the COHIP prioritizes outreach to these communities. In the early stages of implementation, various community and state partners will work together to develop effective tools to raise the profile of oral health in Los Angeles County. As this material is developed, COHIP implementation partners will look for opportunities, and additional resources, to communicate this information to residents.

### Action Plans

1. Collaborate with state and local partners to create a consistent oral health brand and associated messaging for Los Angeles County, and ensure culturally appropriate, plain language, multi-lingual resources are available for the awareness campaign.
2. Using these branding and messaging materials, conduct an oral health campaign throughout Los Angeles County, with focused outreach efforts for vulnerable and underserved communities.
3. Seek out and take advantage of free media opportunities to promote oral health in multiple languages by writing op-eds, conducting news conferences, and producing social media content.



Students with toothaches are almost **4 times** more likely to have **low GPAs**.



## Strategy B

**Increase the amount of high-quality oral health awareness activities provided to students from pre-K to high school in LA County schools.**

Increasing oral health awareness and literacy in Los Angeles County schools provides the most direct way to communicate the importance of oral health to children and their families. Unfortunately, our schools do not have a standard or consistent approach to oral health education. To address this challenge, the COHIP calls for the development of resources for teachers, nurses, administrators, and staff. These tools will provide simple, fun, and engaging ways to incorporate oral health lessons and activities into curricula and other interactions with students and families that present oral health awareness opportunities.

### Action Plans

1. Provide a grade-appropriate tool-kit for school staff in LA County that includes oral health awareness and literacy activities.
2. Collaborate with state and local partners, including school districts, to include oral health as a subject in health education curricula for pre-K through 12th grade.
3. Provide resources to LA County school administrators for improving front office and health staff's capacity to promote oral health awareness, provide accurate and effective referrals, and improve reporting, including resources that support implementation of the Kindergarten Oral Health Assessment Mandate (AB 1433).

### Kindergarten Assessment Oral Health

**In 2005, California lawmakers enacted AB 1433, requiring parents of children entering schools to provide proof that their child had an oral health assessment. Not only does this requirement provide crucial data about dental health, it helps families of young children establish a dental home for their kids, which is linked to improved oral health outcomes.**

**Unfortunately, about a third of Angeleno parents and guardians either submit a waiver that releases them from this requirement or simply do not submit any document before their child enters school, according to data collected by the California Dental Association. It will be a huge health victory if we can increase the number of kids entering school having had the mandated assessment.**

# Objective One

## Strategy C

**Implement proactive messaging to Medi-Cal recipients and providers in LA County so they are aware of the dental benefits available to Medi-Cal recipients.**

Despite the fact that most Medi-Cal recipients have dental benefits as part of their Medi-Cal plan, many patients and providers are not aware that these benefits exist. By working with the Smile, California campaign and the Medi-Cal Managed Care Plans, partners throughout LA County will help raise awareness among patients and providers about these often-overlooked dental benefits.

### Action Plans

1. Through outreach and material distribution, support Medi-Cal dental program efforts to increase Medi-Cal recipients', Medi-Cal providers', and social service providers' understanding of Medi-Cal's dental coverage and associated benefits.
2. Collaborate with Medi-Cal Managed Care plans and plan partners to educate enrollees and dental and medical providers about the dental benefits available to Medi-Cal recipients.



Source: Smile, California.



## Strategy D

**Foster collaborative community partnerships among public, private, and nonprofit organizations to raise the oral health awareness of LA County residents of all ages.**

Over the next several years, we aim to provide organizations, businesses, and public agencies that regularly interact with the residents in their communities with the information and tools they need to actively promote oral health awareness, especially in historically underserved neighborhoods. This strategy stems from the understanding that the most effective messages are the ones that come directly from sources people know and trust. These efforts will support the dissemination of information that directly relates to oral health—such as healthy habits or how to access oral health benefits—as well as other important information that can help improve oral health, including material about added sugars in foods and tobacco cessation.

### Action Plans

1. Make dental education, health rights and access, and other oral health literacy materials more widely available at community sites such as churches, libraries, private businesses, daycare centers, and local organizations.
2. Coordinate targeted outreach and awareness events in underserved communities through places of worship, health fairs, festivals, businesses, community meetings, libraries, and other venues.
3. Work with community partners to increase awareness of the overall and oral health effects of sugar sweetened beverages and tobacco use, and the benefits of proper nutrition and drinking fluoridated tap water.

**In order to reach people often and in different ways, the COHIP supports the use of awareness efforts to make information available (see Action Plan 1) and more active engagement with residents (Action Plan 2). These activities are all part of the strategic commitment to offering Angelenos helpful oral health information through a variety of trusted channels.**

# Objective One

## Strategy E

**Increase awareness among other health and social service professionals of the importance of oral health to overall health and the ways they can address the oral health needs of their patients.**

Because oral health plays a key, but often overlooked, role in overall health, it is crucial that other healthcare providers have the best information available about how they can and should support the oral health of their patients. Under this strategy, COHIP implementation partners will look for opportunities to encourage health care professionals to help their patients achieve optimal oral health. As a key example, most new parents do not know when they should bring their child to a dentist for the first time; therefore, pediatricians and perinatal providers, who see those parents often, are in a great position to promote the “First Year or First Tooth” message.

### Action Plans

1. Provide a consistent message for promoting the importance of oral health across the life-span to medical providers and health professionals and what they can do to integrate oral health in their workplaces and practices.
2. Create a speakers panel of oral health professionals who will identify opportunities and make presentations at local medical and health care associations’ meetings and other events attended by health care and social service providers.
3. Support efforts to normalize early dental intervention for young children using the “First Tooth or First Year” message.
4. Support efforts to increase the number of women receiving regular, preventive, and acute dental care during pregnancy.



# Objective TWO



## Improved Access to Care:

**Improve access to oral health care by increasing providers' cultural and technical capacities, fostering trust between patients and providers, and reducing logistical barriers to care.**

There can be many barriers that prevent people from accessing high quality dental care—even for individuals and families who recognize the importance of oral health—especially within low-income and immigrant communities. Objective Two focuses on addressing both the logistical challenges related to accessing care and other barriers patients face. The COHIP seeks to encourage more oral health services and service linkages within local communities and increase availability during non-standard hours. The COHIP also emphasizes populations with specialized health care needs, such as seniors and individuals with disabilities, who have historically been underserved as many dental providers are not equipped to meet their needs.

We also recognize that a lack of trust can be a major barrier to accessing care. Many residents face linguistic and cultural barriers to receiving appropriate care, grapple with complex and opaque processes, or have had prior negative experiences. Therefore, the COHIP strives to restore trust by breaking down those barriers and strengthening the relationships between patient and provider throughout the county.



## Our Strategies for Success

- A.** Increase the number of dental providers prepared to serve people with special care needs
- B.** Develop new and innovative oral health service access points to better reach underserved populations
- C.** Design, develop, and promote resources that will assist dental teams to provide care that is culturally and linguistically sensitive and that will promote trust and transparency with the communities they serve

## Objective TWO

### Strategy A

#### **Increase the number of dental providers prepared to serve people with special care needs.**

The difficulty in accessing quality care is felt acutely by the thousands of individuals who have specialized health care needs that prevent them from easily receiving treatment in a typical dental office or clinic. These individuals may have chronic diseases that complicate typical treatments, such as diabetes, or physical disabilities that require specialized equipment and assistance. Seniors, young children, people on the autism spectrum, and people with intellectual disabilities may require specialized treatment. Through continuing education and expanding the training provided at regional dental schools, the COHIP will support efforts to provide more care for these underserved populations and alleviate the significant delays in receiving care that these patients often face.

#### **Action Plans**

1. Explore opportunities to train oral health providers through continuing education certificate courses on how to care for populations with specialized health care needs, including seniors, and patients with intellectual and physical disabilities.
2. Seek opportunities with dental schools to expose and train students on how to care for people with specialized health care needs, the elderly, and young children.

#### ***The Long Wait***

**At the Rancho Los Amigos National Rehabilitation Center—one of the few specialized providers with a clinic that can treat individuals with chronic illnesses, physical and intellectual disabilities, and other unique challenges—the wait for a dental appointment is typically over 2 years, with 6 month waiting periods for those needing urgent care.**



## Strategy B

### **Develop new and innovative oral health service access points to better reach underserved populations.**

For lower-income families, single parents, immigrants, and other underserved populations, it is often a substantial burden to seek oral health care, which means problems are often only addressed once they become an expensive and painful emergency. The COHIP supports the reduction of these incidences by making preventive services and clinic linkages more prevalent in places the community frequents, such as community centers and pharmacies. Advocating for extended after-hours and weekend service will also help working families find times to go to the dentist that do not require them to miss work. Finally, when oral health emergencies do arise, the COHIP encourages hospitals to have dental services available within the emergency department or have an active and effective dental referral system in place.

### **Action Plans**

1. Identify opportunities to increase the availability of preventive oral health services and community clinic linkages in convenient and accessible community locations, such as storefronts and pharmacies.
2. Advocate for dental providers to extend after hours, add weekend services, and accept state-funded dental insurance to make care more accessible for working families.
3. Advocate for hospitals to include dental services within the hospital system, including the emergency department and urgent care, or institute an active dental referral system.



## Objective TWO

### Strategy C

**Design, develop, and promote resources that will assist dental teams to provide care that is culturally and linguistically sensitive and that will promote trust and transparency with the communities they serve.**

A lack of trust between patient and dental provider can be a significant obstacle to care for many underserved populations. This disconnect can stem from language barriers, cultural differences, and the complex and opaque systems that must be navigated to obtain and pay for care. By bringing together dental societies and schools with community organizations, this strategy will encourage and assist providers to make their services as culturally sensitive and transparent as possible for people from diverse backgrounds.

#### Action Plans

1. Collaborate with community organizations, dental societies, and dental schools to expand training to address cultural sensitivity in the provision of dental care.
2. Support efforts to share best practices for how to fully and fairly disclose the provisions of insurance plans in readily understood language and in a clearly organized manner, especially for underserved populations, as directed by Senate Bill 1008 (2018).
3. Aid in promoting Department of Health Care Services and other interpreter services to improve patient-provider communication.

Improved Access to Care



# Objective Three



## Coordination of Care:

**Strengthen systems of care by effectively integrating and coordinating oral health care with other health and social services.**

Oral health care has had a long history of being isolated from the rest of medicine, much to the detriment of patients who require that care and, generally, to the detriment of public health. This has meant that sometimes other medical professionals do not discuss oral health when considering comorbidities, making referrals to other specialists, or educating their patients. It has also led to additional burdens and confusion related to scheduling dental appointments through parallel systems of care and insurance, which prevents many individuals from accessing care, even when they need it.

In order to better coordinate oral health with other systems of care, the COHIP strives for greater implementation of known best practices, creation of innovative pilot programs, improvement of referral systems, and thorough connections with other public service agencies. Through these strategies, the COHIP will aim to make dental care easier to obtain, while also increasing the quality of care through tighter integration with other fields of medicine.



## Our Strategies for Success

- A.** Implement best practices to promote collaboration among providers of oral health care and other health and social services to improve the oral health of Angelenos
- B.** Pilot innovative approaches to oral health care coordination and services and expand the use of evidence-based efforts
- C.** Support the development and use of improved oral health referral systems
- D.** Recommend a “No Wrong Door” approach to addressing oral health among LA County residents presenting with oral health needs in any public service setting

## Objective Three

### Strategy A

**Implement best practices to promote collaboration among providers of oral health care and other health and social services to improve the oral health of Angelenos.**

There are several best practices for coordinating care that have been demonstrated to improve health outcomes for patients. One area of opportunity is coordination of oral health care with health services for pregnant women, new mothers, and young children. New information regarding the connection between maternal oral health and the health of a child, as well as the need for earlier oral health care in children, makes integrating these fields of care an effective best practice. Additionally, providing oral health-related continuing education for providers and encouraging a broader set of health professionals to provide simple preventive procedures are effective ways to improve oral health. Further, many Medi-Cal recipients are unaware of the care coordination benefits that exist to help them manage their dental and medical coverage, so making both the patients and the care providers aware of these resources can greatly improve outcomes.

#### Action Plans

1. Promote the integration of oral health assessments, education, preventive, and referral services into well-child exams.
2. Promote efforts to incorporate oral health evaluation and education, including awareness of oral health coverage, into patient visits with perinatal providers.
3. Encourage the use of care coordination benefits available to Medi-Cal patients.



Students without access to needed dental care were almost **3 times more likely to miss school** than students with access.



4. Encourage more health care professionals to provide easily administered preventive procedures, such as fluoride varnishes and oral assessments.
5. Expand and promote oral health-related accredited Continuing Medical Education courses for physicians, nurse practitioners, nurses, midwives, and other health care providers to promote the linkage between oral health and overall health.



## Objective Three

### Strategy B

**Pilot innovative approaches to oral health care coordination and services and expand the use of evidence-based efforts.**

While enacting established best practices is an important part of coordinating care, the COHIP also aspires to pilot new approaches that appear promising, and, if they demonstrate success, become best practices themselves. Coordinating with Women, Infants, and Children (WIC) programs, home visitation programs, foster youth programs, probationary youth programs, and LA schools could expand services for children and youth, particularly in populations that are often underserved. The recent expansion of resources to support homeless individuals in Los Angeles County is also an opportunity for trying to find effective means of caring for this often hard-to-reach population. Finally, promoting the cultural norm of drinking fluoridated tap water and expanding its availability is a critical step to improving oral health for the millions of Angelenos who do not get enough tooth-strengthening fluoride in their diets.





## Action Plans

1. Encourage and train providers of early childhood home visitation programs and other services for disadvantaged families such as WIC to provide oral health education and referrals.
2. Provide training and technical support for individuals and organizations working with children and youth in foster care (such as school nurses, PSA counselors, public health nurses, and social workers) to identify oral health needs and connect these children and youth to oral health care.
3. Promote awareness of oral health resources and rights among public and private agencies working with transient and homeless Angelenos.
4. Collaborate with probationary youth facilities, such as Juvenile Court Health Services, to increase the number of probationary youth accessing dental care after returning to their communities.
5. Develop a sealant program to be piloted in LA County area schools identified as having low sealant prevalence among students.
6. Explore increasing the availability of clean, cold, and fluoridated water bottle fillers and fountains at schools and public and private sites throughout the County.



**Only 6% of underprivileged children primarily drink tap water, compared to 72% who drink bottled water.**

## Objective Three

### Strategy C

#### **Support the development and use of improved oral health referral systems.**

One persistent challenge of coordinating oral health care has been creating and maintaining effective referral systems for connecting patients with providers who can meet their needs in an efficient manner. Some dentists, for example, do not provide specialty services, while others may not be accepting new Denti-Cal patients. This means patients, or those helping them, must make several trial and error phone calls to find a provider who matches their care needs, insurance plan, language, and geography. Too often that logistical burden causes people to give up on seeking care, especially if they live in an area with few dental providers, which makes the challenge even greater. The COHIP recognizes this challenge as a key issue and supports efforts to create more effective, unified referral systems.

#### **Action Plans**

1. Support use of an inter-professional region-wide oral health referral system.
2. Support Department of Health Care Services' and dental managed care plans' efforts to distribute and regularly update a list of Medi-Cal dental program with providers who accept new patients.
3. Promote the countywide health hotline (211) and online resources that include oral health referrals and encourage their timely and accurate upkeep.



## Strategy D

### **Recommend a “No Wrong Door” approach to addressing oral health among LA County residents presenting with oral health needs in any public service setting.**

Given the current challenge of connecting underserved populations to oral health resources, the COHIP proposes a “No Wrong Door” approach that prepares other public sector services and agencies to connect people with oral health care resources. Based on a similar idea for homeless services in Los Angeles County, this strategy would develop and share recommendations for other social service and public health agencies to follow. The recommendation would then inform service providers on how to connect individuals and families in need with the oral health resources available to them, such as helping them understand the dental benefits that are available through Medi-Cal. The ultimate goal is for our public services to mutually reinforce and work together to promote better oral health outcomes for LA County residents.

### **Action Plans**

1. Develop an oral health “No Wrong Door” strategy that can be adopted by social service and public health agencies throughout Los Angeles County.
2. Make available information and training to social service and public health agencies about how to implement the oral health “No Wrong Door” recommendation.



# Objective Four



## Workforce Development and Capacity:

**Increase the number of oral health sector workers to meet the needs of LA County’s economically and culturally diverse communities.**

Los Angeles County has several dental deserts—areas of the county where there is a shortage of dental service providers—and, not surprisingly, these areas correspond to the parts of Los Angeles County with the lowest dental utilization. This, along with the cost of care and language barriers, also drive some residents to turn to “garage dentists,” that is, a person providing dental services without a license. Such unregulated practices can endanger patient safety and cannot replace a true dental home.

This COHIP provides strategies for increasing the number of local providers and, in turn, more oral healthcare options in underserved parts of Los Angeles County. COHIP implementation partners will encourage the creation of new opportunities for young people to learn about and prepare for a career in the dental profession; encourage increased use of non-dentist professionals, to the full extent their credentials allow, in locations outside of dental clinics; and ramp up efforts to place more dentists in vulnerable and underserved communities.



## Our Strategies for Success

- A.** Support an oral health workforce pipeline that encourages Angelenos from diverse backgrounds to work in the dental profession and promote oral health in affiliated fields
- B.** Promote expanding the volume and variety of oral health services provided by non-dentist professionals in accordance with their credentials
- C.** Encourage and facilitate increased participation of dental professionals in dental deserts and other community-oriented settings

# Objective Four

## Strategy A

**Support an oral health workforce pipeline that encourages Angelenos from diverse backgrounds to work in the dental profession and promote oral health in affiliated fields.**

Not enough young Angelenos—in middle school, high school, or local colleges—are aware of the career opportunities available in the dental profession. To address this, the COHIP proposes raising awareness about the field and creating pathways for community members to work in oral health, including dentists, hygienists and dental assistants. By developing a local dental workforce, not only will this strategy address regional shortages, but it will encourage placing professionals in the communities in which they were raised. That means the future workforce will likely be more equipped, culturally and linguistically, to serve the residents of historically underserved neighborhoods.

### Action Plans

1. Work with regional workforce development agencies to explore the expansion of programs focused on the dental profession.
2. Foster mentorship programs with middle, high school and community college students from communities across the county to increase interest in becoming future oral health professionals.
3. Work with local colleges and universities to incorporate oral health topics into public health courses and programs.

**A call for oral health experts in the Public Health field.**

**While many public-spirited graduate students go on to do important work in public health, there are not enough courses or training opportunities teaching dental public health. We need to develop new approaches to strengthen the dental public health workforce.**



## Strategy B

### **Promote expanding the volume and variety of oral health services provided by non-dentist professionals in accordance with their credentials.**

While awareness efforts will bring new focus on the importance of oral health, we must also increase the availability of oral health services, including dental care and care coordination. With this strategy, we are taking advantage of the fact that a significant improvement in oral health outcomes can be accomplished with the services provided by dental hygienists and the assistance offered by healthcare-oriented community workers. By engaging partners in a variety of community and clinical settings, we will increase the likelihood that Angelenos will know how and where to get the dental care they need in a timely manner.

### **Action Plans**

1. Support an increase in community health workers, promotoras, and community dental health coordinators who are trained in providing oral health education, preventive services and referrals in LA County, and explore other opportunities to expand an alternative dental workforce.
2. Expand and promote the use of dental hygienists in settings such as senior facilities, adult day care centers, and early education settings.

### **Did you know?**

**A Registered Dental Hygienist in Alternative Practice (RDHAP) can provide a range of oral health services outside of dental offices, including:**

- Senior care facilities
- Schools
- Skilled nursing facilities
- Public, rural, and community health centers
- Hospitals
- Private homes

## Objective Four

### Strategy C

#### **Encourage and facilitate increased participation of dental professionals in dental deserts and other community-oriented settings.**

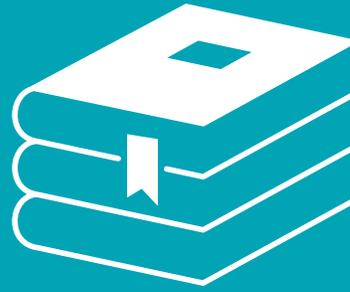
This strategy encourages more dental professionals to work in the historically underserved communities of Los Angeles County. By creating more opportunities and incentives to serve in these dental deserts—as a student, as a volunteer, and, critically, as part of a practice—this COHIP aims to eventually eradicate dental deserts in Los Angeles County. No matter where in the county someone lives, there should be clinics and Denti-Cal providers available to meet the oral health needs of all Angelenos.

#### **Action Plans**

1. Work to expand loan repayment programs through increased funding for service in underserved communities and in the field of dental public health.
2. Support and expand a system to connect providers with volunteer service opportunities in underserved communities.
3. Encourage dental professional training programs to increase rotations working with underserved communities and special needs populations.
4. Encourage community dental clinics and existing Denti-Cal providers to expand the oral health services they provide and/or increase their capacity.



# Objective Five



## Policy Leadership:

**Develop and influence federal, state, and local policies that will promote equitable access to oral health services and opportunities needed for optimal health and well-being.**

Public health and community well-being do not improve or decline in a vacuum, and the COHIP will not be nearly as effective or sustainable if public policy does not reflect a strong interest in improved oral health. The community leaders, health professionals, non-profits, and other stakeholders involved in crafting this plan identified a need to coordinate ongoing engagement around the myriad public policy decisions that impact oral health in Los Angeles County. By encouraging a public policy orientation, the COHIP serves to remind all of the people involved in its implementation that we must be prepared to assist decision makers in government, philanthropy, and business as they try to navigate and address the oral health needs of the community.

The COHIP planning participants crafted an overarching strategic orientation toward developing and supporting oral health public policies around which a consensus can be found. This is detailed in Strategy A. Additionally, the planning participants wanted to specifically highlight some critical issues that deserve attention and need policy leadership over the next several years, and those are contained in Strategies B, C, and D.



## Our Strategies for Success

- A.** Create a Los Angeles Oral Health Policy Leadership Network to identify, discuss, and promote public policy-related improvements to oral health and overall health
- B.** Provide policy leadership to support a more outcome- and data-driven approach to dental insurance programs, including Medi-Cal and private insurance
- C.** Serve as a voice for health equity in Los Angeles County
- D.** Advocate for optimally fluoridated, safe drinking water for all Angelenos

# Objective Five

## Strategy A

**Create a Los Angeles Oral Health Policy Leadership Network to identify, discuss, and promote public policy-related improvements to oral health and overall health.**

Among the many partners involved in the creation and implementation of this COHIP, there is an extraordinary amount of expertise and passion about community oral health. In this regard, this strategy aims to harness those strengths to identify and advocate for public policy that will enhance public oral health in Los Angeles County and beyond. While there are many perspectives, sometimes competing, on how to best address oral health policy, we believe that open and regular dialogue about public health issues will lead to more consensus and better public policies. The COHIP's approach also encourages action and advocacy, especially where consensus can be found, to ensure that oral health receives the attention it needs when and where key decisions are made.

### Action Plans

1. Convene a regularly scheduled oral health policy leadership network comprised of public health experts, community leaders, providers, advocates, and other private and public sector stakeholders to promote dialogue, identify consensus policies, and advocate for public oral health improvements.
2. Collaborate with advocacy groups to identify "Oral Health Public Policy" priorities consensus.
3. Support an oral health policy action day to promote consensus policies and increase understanding of oral health issues among policymakers.
4. Identify, engage, educate, and recognize potential oral health policy champions who are in positions to affect legislation, regulations, and resource allocation.
5. Participate in the ongoing action planning aimed at implementing the California Oral Health Plan 2018-2028.

### What is an "Oral Health Champion"?

**When lawmakers debate issues, we want to ensure that there are people with influence—such as elected leaders and administrative officials—who will be informed about and speak out in favor of improving oral health. These "champions" of oral health will play a critical role in protecting and improving oral health policy and voicing an oral health perspective when key decisions are being made.**



## Strategy B

**Provide policy leadership to support a more outcome- and data-driven approach to dental insurance programs, including Medi-Cal and private insurance.**

In order to advocate for changes to dental programs, we need to start with outcome measurements. Over the next five years, through data collection, research, and consensus-building, the Policy Leadership Network will work with state leadership, Medi-Cal, insurers, dental associations, and community partners toward the goal of optimizing the various dental coverage systems through which Angelenos receive care.

### Action Plans

1. Develop a list of performance measures that will be needed for useful analysis of coverage system outcomes.
2. Mobilize community partners to voice the oral health impacts at stake in public policy debates that directly or indirectly affect dental coverage.



# Objective Five

## Strategy C

### Serve as a voice for health equity in Los Angeles County.

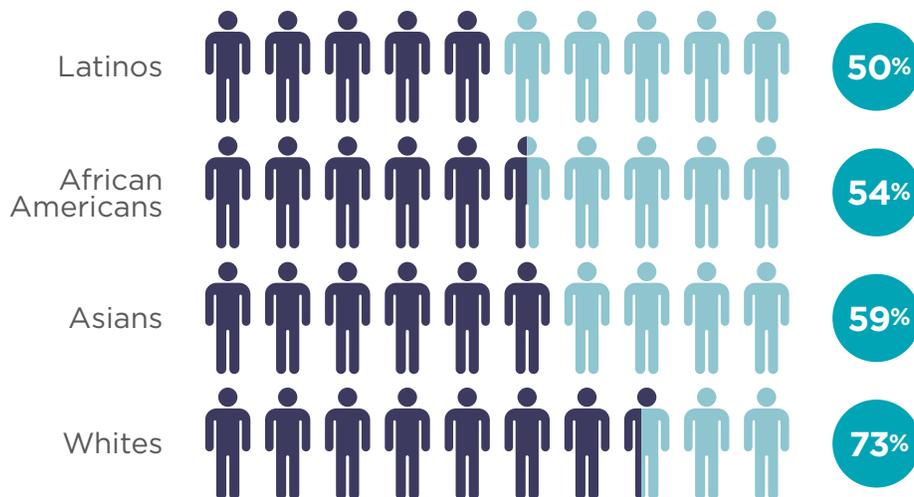
Social equity is a guiding principal for this COHIP and, with this strategy, we commit to standing up, speaking out, and working toward achieving health equity. All Angelenos should be able to safely access high quality oral health care. Whether as a result of poverty, geography, or inflammatory rhetoric in public debates, utilization of oral health services is uneven in Los Angeles County. Residents of lower-income neighborhoods and communities of color have less access to care and therefore experience worse outcomes than we should expect. Just as the COHIP will be guided by the recognition of these facts, so should our public policy.

### Action Plans

1. Engage in, and lend an oral health-specific perspective to, efforts to address health inequities in LA County.
2. Engage in, and lend an oral health-specific perspective to, existing efforts to respond to anti-immigrant rhetoric and policies.
3. Explore and advocate for policies that will improve oral health outcomes for residents who do not have dental coverage.

### Data reveal disparities in utilization of dental services

*Percentage of population who visited a dentist for any reason in 2015*



Source: Los Angeles County Health Survey, 2015



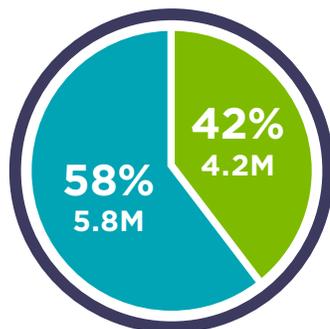
## Strategy D

### Advocate for optimally fluoridated, safe drinking water for all Angelenos.

Data clearly show that oral health outcomes improve when people drink optimally fluoridated water. But some residents have safety concerns with the water flowing out of their taps, leading them to avoid drinking tap water and thereby losing the benefits of fluoride. Additionally, residents in more than 50 cities in Los Angeles County get their tap water from systems that are not optimally fluoridated, such that they too miss out on the benefits of fluoride even if they are drinking tap water. These communities, mostly in the eastern and southeastern parts of the county, often have fewer resources and have larger immigrant populations than the communities with optimally fluoridated water systems. Over the next five years, we will work toward increasing the usage of tap water and increasing the number of residents with access to optimally fluoridated water.

### Action Plans

1. Engage in, and lend an oral health-specific perspective to, local efforts aimed at providing safe and optimally fluoridated drinking water for all of LA County.
2. Advocate for water fluoridation in LA County water systems that do not currently provide it by engaging with policymakers, local community organizations, and residents about the benefits of fluoride.



Many Angelenos lack access to optimally fluoridated water

- Access
- No Access

**Source:** Fluoridation Status of L.A. County Cities 2014, Los Angeles County Department of Public Health

# Objective Six



## Surveillance, Transparency, and Accountability:

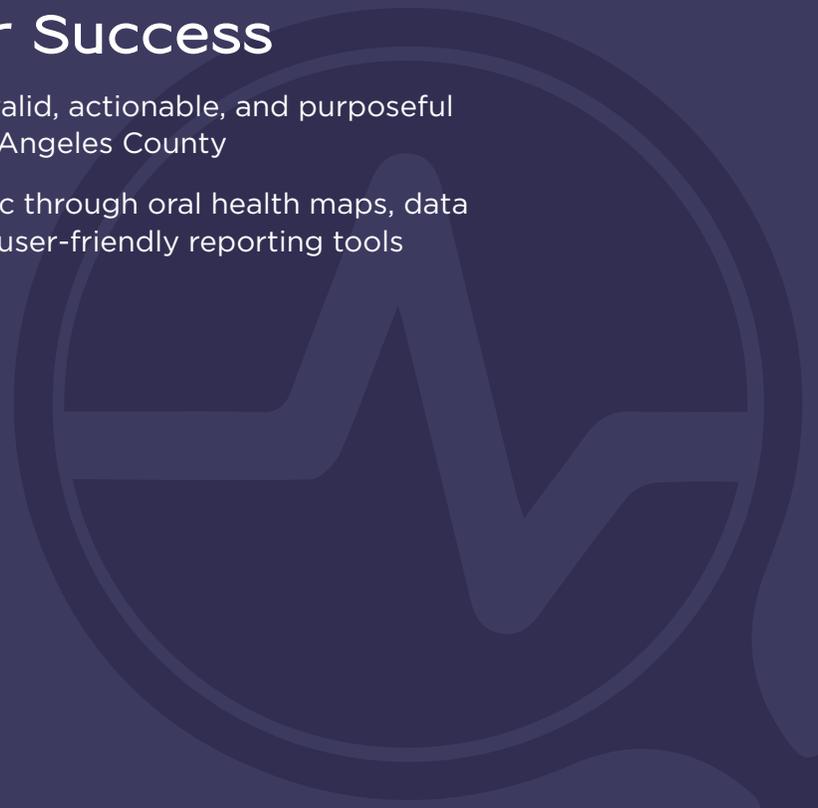
**Track oral health determinants and outcomes in Los Angeles County. Data collected will be made available for research and analysis, policy development and implementation, and public dissemination.**

In order to understand the scope of oral health needs and determine the efficacy of oral health programs, Los Angeles County must have a reliable and transparent system for oral health surveillance. The data generated will be essential for conducting research, informing policy, supporting the work of numerous organizations, and fostering transparent government systems. Once these data are collected and analyzed, the COHIP lays out steps for publishing reports and online materials that will make the findings both useful for technical experts and easily accessible to the broader public.



## Our Strategies for Success

- A.** Collect, report, and disseminate valid, actionable, and purposeful data regarding oral health in Los Angeles County
- B.** Make data accessible to the public through oral health maps, data dashboards, outreach, and other user-friendly reporting tools



## Objective Six

### Strategy A

#### **Collect, report, and disseminate valid, actionable, and purposeful data regarding oral health in Los Angeles County.**

The COHIP provides LA County with the opportunity to coordinate many separate sources of data under a single umbrella. This includes information from the State of California, public schools, academic institutions, the County Department of Public Health, and many others. Taking inventory of these data also provides a chance to see what gaps may exist in the County's surveillance system, allowing the COHIP to identify new data collection needs and methods. The COHIP also recognizes the importance of monitoring its own efforts so that those implementing it can adapt as needed during the five-year plan, and also be as informed as possible when it comes time to create the next COHIP in 2023.

#### **Action Plans**

1. Coordinate with state and local data work groups to ensure LA County data are collected and disseminated and that data can be reported by city, zip code, demographics, and other variables when possible.
2. Develop a list of key oral health determinants and indicators, including quantitative and qualitative data, to monitor population health within LA County.
3. Encourage increased use of school system oral health data to better identify needs, increase access to dental services, and improve health outcomes in Los Angeles County.
4. Monitor implementation of the COHIP based on available data.
5. Conduct a countywide Children's Oral Health Needs Assessment every five years.



## Strategy B

**Make data accessible to the public through oral health maps, data dashboards, outreach, and other user-friendly reporting tools.**

Data alone do not help the residents of LA County. It is only when the data are interpreted, contextualized, and presented in an accessible form that they become shared knowledge capable of informing and guiding the community. Under the COHIP, the analysis and dissemination of information will be critical for driving change. Be it to the public online, to community organizations through engagement, or to the participants at a countywide Oral Health Summit, the information distributed under the COHIP will always be shared with the aim of improving the community's health and well-being.

### Action Plans

1. Make oral health data easily accessible to the community via the internet.
2. Perform outreach to community organizations, stakeholders, and the media to inform them of the information available to them regarding their communities' oral health.
3. Hold an annual Oral Health Summit for community stakeholders presenting the key findings from surveillance efforts, COHIP implementation, and related oral health issues.

#### Equality



#### Equity



# Outcomes

The following outcomes were developed as a means of measuring the positive impact of the Community Oral Health Improvement Plan (COHIP). Effective surveillance and transparency are major goals of the COHIP, including tracking the success of this plan. Each outcome captures the combined impact of multiple related objectives, as indicated in the columns below. The outcomes were designed to reflect progress related to the six objectives, while also taking into account what data are available for analysis. As a result, some of the efforts of the COHIP may be measured indirectly. Where appropriate, the outcomes were also coordinated with the California Oral Health Plan to align with meeting statewide targets.

Outcomes	Baseline	Target	Related Objectives					
			1	2	3	4	5	6
<b>Outcome I:</b> By 2023, reduce the prevalence of tooth decay in kindergarten and third grade children by <b>5%</b>	<b>Kindergarten:</b> <b>58.5%</b>  <b>3<sup>rd</sup> Grade:</b> <b>76.5%<sup>13</sup></b>	<b>Kindergarten:</b> <b>55.6%</b>  <b>3<sup>rd</sup> Grade:</b> <b>72.7%</b>	✓	✓	✓	✓		
<b>Outcome II:</b> By 2023, reduce the percentage of kindergarteners and third grade children with untreated tooth decay by <b>5%</b>	<b>Kindergarten:</b> <b>26.6%</b>  <b>3<sup>rd</sup> Grade:</b> <b>28.2%<sup>14</sup></b>	<b>Kindergarten:</b> <b>25.3%</b>  <b>3<sup>rd</sup> Grade:</b> <b>26.8%</b>	✓	✓	✓	✓		
<b>Outcome III:</b> By 2023, increase the percentage of 3 <sup>rd</sup> grade children with sealants by <b>5%</b>	<b>21.6%<sup>15</sup></b>	<b>22.7%</b>	✓	✓	✓	✓		

<sup>13</sup> Source: California Smile Survey (2006) for kindergarten and 3<sup>rd</sup> grade children. Raw data provided for the oral health of the 8,000+ children screened in Los Angeles County in 2005.

<sup>14</sup> Ibid.

<sup>15</sup> Ibid.

Outcomes	Baseline	Target	Related Objectives					
			1	2	3	4	5	6
<p><b>Outcome IV:</b> By 2023, increase the percentage of children who provide proof of a dental assessment in accordance with California’s Kindergarten Dental Check-up requirement by <b>15%</b></p>	<b>66%</b> <sup>16, 17</sup>	<b>76%</b>	✓	✓	✓	✓		
<p><b>Outcome V:</b> By 2023, increase the percentage of low- and moderate-income adults (&lt;300% of the Federal Poverty Level) who reported seeing a dental provider for any reason in the past year by <b>10%</b></p>	<b>48.4%</b> <sup>18</sup>	<b>53.2%</b>	✓	✓	✓	✓		
<p><b>Outcome VI:</b> By 2023, increase the percentage of children enrolled in Medi-Cal who see a dentist at two years old or younger by <b>10%</b></p>	<b>22.4%</b> <sup>19</sup>	<b>24.6%</b>	✓	✓	✓	✓		
<p><b>Outcome VII:</b> By 2023, increase the percentage of Medi-Cal beneficiaries who use their dental benefits by <b>10%</b></p>	<b>33.3%</b> <sup>20</sup>	<b>36.7%</b>	✓	✓	✓	✓		

16 Source: AB 1433 data for Los Angeles County (2017) reported by California Dental Association, retrieved on April 25, 2019 from <https://www.cda.org/PublicResources/CommunityResources/KindergartenOralHealthRequirement/AB1433Results/tabid/253/u1074q/4C6F7320416E67656C6573/Default.aspx>

17 Note: This data set represents less than half of the Los Angeles County kindergarten population and does not include most LAUSD schools. As LAUSD data become available, the COHIP baseline will be adjusted if appropriate.

18 Source: “Saw Dentist or Visited Dental Clinic in the Past Year” (2015). Los Angeles County Health Survey. Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health

19 Source: Dental Utilization Measures and Sealant Data by County and Age Calendar Year 2013 to 2017. California Department of Healthcare Services. Baseline represents Calendar Year 2017, Annual Dental Visit, Los Angeles County, Age Filter = Age <1 and Age 1-2. Retrieved from URL: <https://data.chhs.ca.gov/dataset/242e5248-686f-4fdb-8c85-dc970de43d8f/resource/cbc262-5877-422e-8d2a-bd1459a90950/download/mdsd-sealants-data-by-countyage-cy-2013-to-2017-jan19.csv>

20 Ibid. Baseline represents Calendar Year 2017, Annual Dental Visit, Los Angeles County, all ages

Outcomes	Baseline	Target	Related Objectives					
			1	2	3	4	5	6
<p><b>Outcome VIII:</b> By 2023, reduce the rate of non-traumatic dental visits to emergency departments by <b>10%</b></p>	<b>240 per 100,000</b> <sup>21</sup>	<b>216 per 100,000</b>	✓	✓	✓	✓		
<p><b>Outcome IX:</b> By 2023, the number of medical and/or dental Federally Qualified Health Centers offering nutrition and tobacco cessation education services will increase by <b>10%</b></p>	<b>50 FQHCs</b> <sup>22</sup>	<b>55 FQHCs</b>	✓		✓			
<p><b>Outcome X:</b> By 2023, increase the number of LA County residents receiving optimally fluoridated water by <b>200,000 people</b></p>	<b>5.8 million residents</b>	<b>6.0 million residents</b>			✓		✓	
<p><b>Outcome XI:</b> By 2021, publish the Los Angeles County Children’s Oral Health Needs Assessment (LA Smile Survey) and a Los Angeles County Burden of Oral Disease Report</p>	—	—	✓					✓
<p><b>Outcome XII:</b> By 2023, publish a <b>COHIP Implementation Report</b> that reflects on the successes, challenges, and ongoing activities of the COHIP</p>	—	—	✓					✓

<sup>21</sup> Source: Calculation conducted by the Los Angeles County Department of Public Health Oral Health Program. Prepared by the California Department of Public Health—Oral Health Program, from the Office of Statewide Health Planning and Development (OSHPD) 2012-2016 Emergency Department files. Population estimates for each county came from the California Department of Finance. The rate of non-traumatic dental conditions (NTDC) do not exclude visits from the same person coming multiple times. These rates are not age-adjusted.

<sup>22</sup> Source: Los Angeles County FQHCs providing community nutrition services. California Office of Statewide Health Planning and Development. Retrieved from <https://data.chhs.ca.gov/dataset/primary-care-clinic-annual-utilization-data>

# Achieving Outcomes:

## Implementation of the Community Oral Health Improvement Plan

The publication of the COHIP marks the beginning of this five-year project. The finish line will be the successful implementation of this plan, the achievement of the outcomes presented in the prior pages, and the resulting improvement in the health and well-being of individuals and families throughout Los Angeles County.

The COHIP is, first and foremost, a community plan and collective effort. Such a plan is different than an organizational strategic plan, where a team of staff members each have jobs to do to carry out the priorities of a Department. Our COHIP requires long-term engagement and participation by many diverse stakeholders, most of whom do not work for the County of Los Angeles, but all of whom are deeply dedicated to improving the oral health and well-being of county residents.

To achieve our key objectives and produce the outcomes presented in this plan, the County’s Oral Health Program staff will work with the numerous oral health and community leaders who were involved in the crafting of the COHIP and many others who share a common stake in its success. This joint effort will be spurred along by working groups responsible for each of the COHIP’s six objectives. The five-year plan will be overseen by an Implementation Leadership Group that will be responsible for identifying critical needs—including resources and additional partners—and assist in addressing those needs to improve the COHIP implementation process.

The working and leadership groups will develop annual Action Plans that identify the operational priorities and performance targets for the year ahead. This will help all the involved stakeholders focus on critical activities and targets each year to propel the joint effort toward the longer-term outcomes of the COHIP.

The Community Oral Health Improvement Plan provides a roadmap toward significant improvements in public health in LA County. We recognize that in adopting a plan as sweeping and far-reaching as this, success is only possible if the many partners involved in developing it continue to carry the responsibility of its success on their shoulders. The power of people and organizations joining together to create LA County’s first COHIP shows the potential of this broad coalition to dramatically transform and improve the oral and overall health of LA residents.



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Los Angeles County

# Community Oral Health Improvement Plan

**Vision for Los Angeles County:** A community where oral health is recognized as essential for overall health, and where everyone has the opportunity to achieve optimal health and well-being.



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Strategic Planning Consultants



## Los Angeles County Department of Public Health Oral Health Program Community Oral Health Improvement Plan (COHIP) Workgroups

### Background on the Los Angeles County Department of Public Health Oral Health Program Community Oral Health Improvement Plan (COHIP)

The County of Los Angeles Department of Public Health (DPH) Oral Health Program (OHP) has been working with community leaders, oral health professionals, public officials, and other experts and stakeholders to produce the first DPH OHP Community Oral Health Improvement Plan (COHIP). The COHIP is a five-year strategic plan to address the oral health priorities of our diverse community. Using a structured process that includes detailed research, stakeholder and expert interviews, and focus groups, OHP identified the key priorities of LAC's communities and the evidence-based best practices needed to address these priorities.

The Steering Committee (SC) has overseen the strategic planning process at the highest level and has provided strategic guidance based on findings uncovered during the process. The SC discussed the need for six workgroups (based on the six key priorities of the COHIP) that will work simultaneously towards implementing and monitoring the COHIP. The six Key Objectives are:

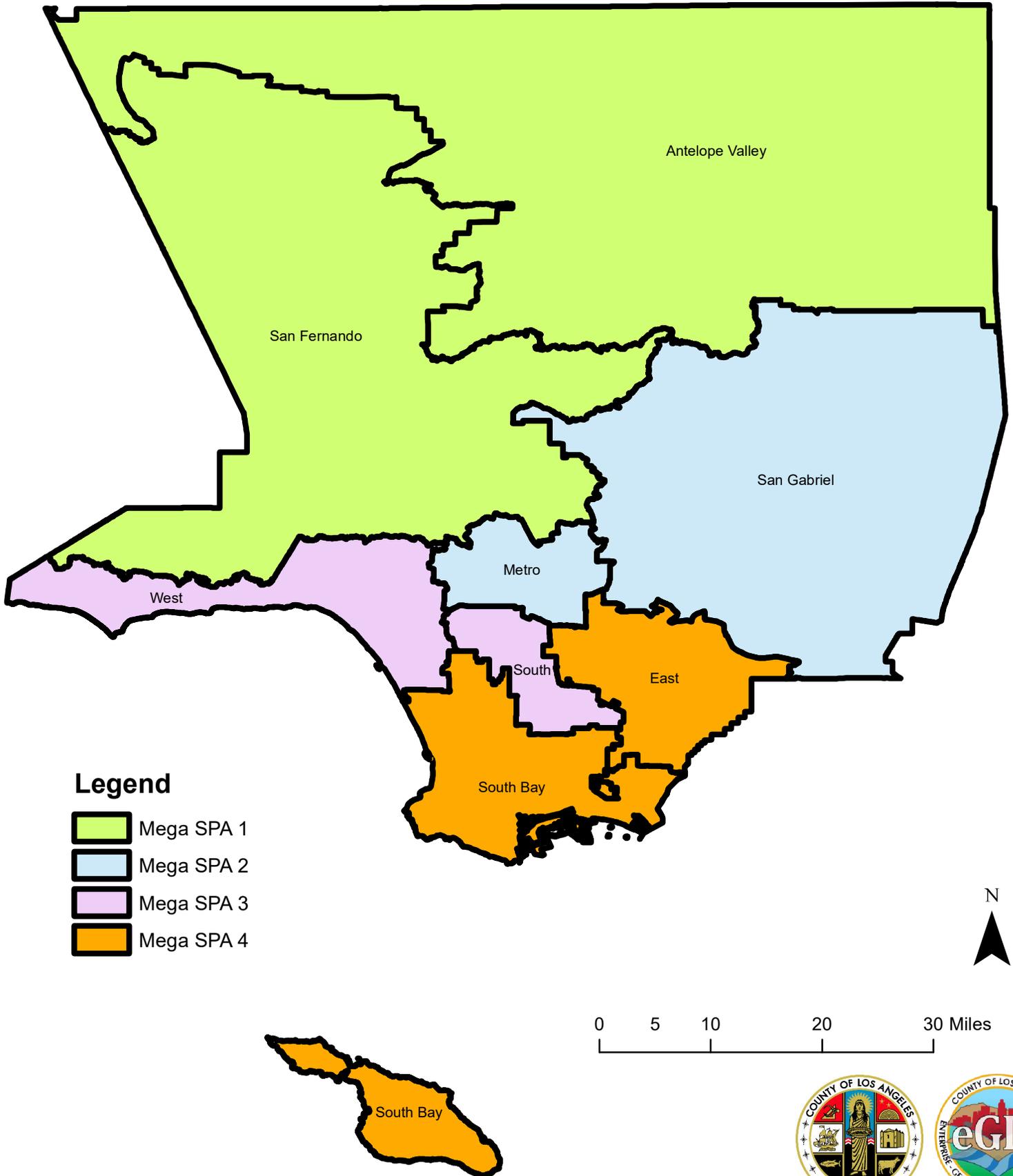
1. Awareness and Health Literacy: Increase awareness of the importance and contribution of optimal oral health and well-being across the lifespan.
2. Improved Access to Care: Improve access to oral health care by increasing providers' cultural and technical capacities, fostering trust between patients and providers, and reducing logistical barriers to care.
3. Coordination of Care: Strengthen systems of care by effectively integrating and coordinating oral health care with other health and social services.
4. Workforce Development and Capacity: Increase the number of oral health sector workers to meet the needs of Los Angeles County's economically and culturally diverse communities.
5. Policy Leadership: Develop and influence federal, State, and local policies and resources that will promote equitable access to oral health services.
6. Surveillance, Transparency, and Accountability: Track oral health determinants and outcomes in Los Angeles County. Data collected will be made available for research and analysis, policy development and implementation, and public dissemination.

### COHIP Workgroups

The six COHIP Workgroups will consist of community partners, academic, public health and oral health professionals. They will both oversee implementation and provide updates of coordinated activities that relate to their strategies and activities. The workgroup meetings are opportunities for key partners to discuss the status and efficacy of their activities and how they address the strategies and activities of the COHIP. Each Workgroup will be responsible for providing OHP with a yearly action plan to implement the strategies associated with their Key Objective, as

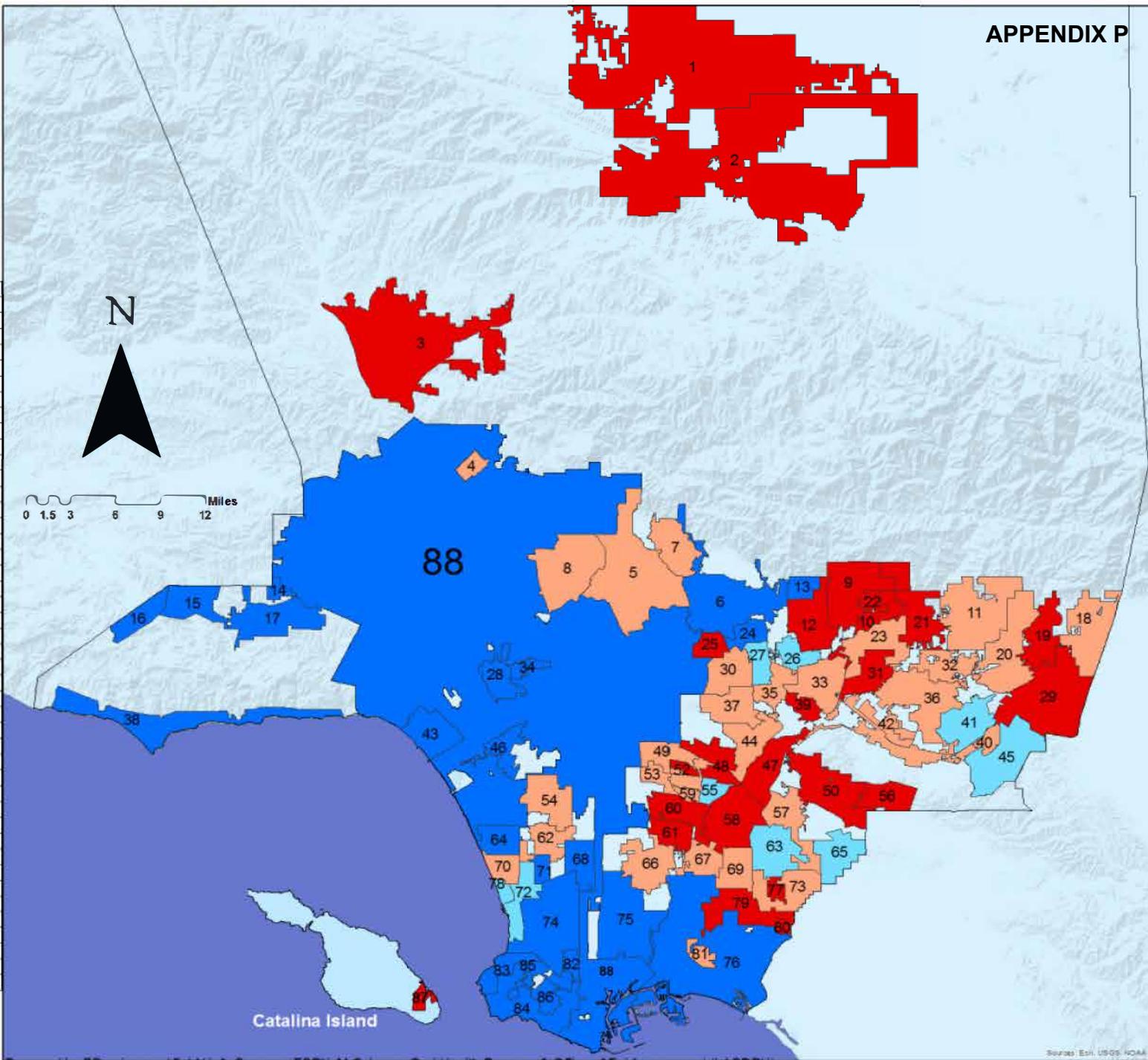
described above. The ideal frequency for each Workgroup will be two in-person meetings and two conference call meetings during the year. Currently, the Workgroups are in the process of being established with about 10 members per Workgroup.

# Los Angeles County Mega Service Planning Areas (Mega SPAs) Map



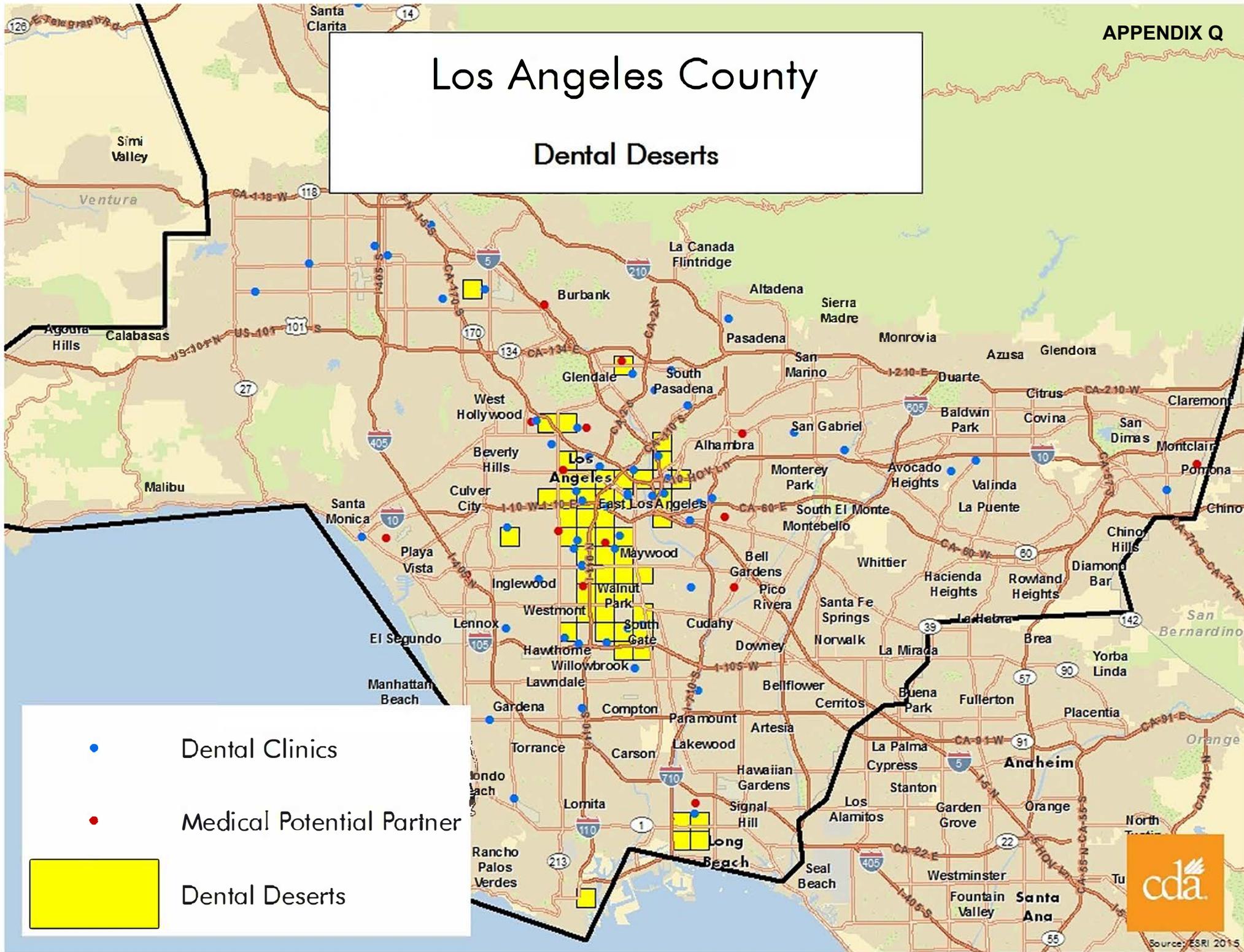


### Fluoridation Status



City #	NAME	FI Level	City #	NAME	FI Level
15	Agoura Hills	Opt	1	Lancaster	Non
30	Alhambra	Partial	71	Lawndale	Opt
12	Arcadia	Non	82	Lo Brea	Opt
77	Artesia	Non	76	Long Beach	Opt
87	Avalon	Non	88	Los Angeles	Opt
21	Azusa	Non	61	Lynwood	Non
31	Baldwin Park	Non	38	Malibu	Opt
51	Bell	Partial	70	Manhattan Beach	Partial
55	Bell Gardens	NearOpt	52	Maywood	Non
69	Bellflower	Partial	9	Monrovia	Non
28	Beverly Hills	Opt	44	Montebello	Partial
22	Bradbury	Non	37	Menerey Park	Partial
8	Burbank	Partial	63	Norwalk	NearOpt
17	Calabasas	Opt	2	Palmdale	Non
75	Carson	Opt	83	Palos Verdes Estates	Opt
73	Cerritos	Partial	67	Paramount	Partial
18	Claremont	Partial	6	Pasadena	Opt
48	Commerce	Non	47	Pico Rivera	Non
66	Compton	Partial	29	Pomona	Non
32	Covina	Partial	84	Rancho Palos Verdes	Opt
59	Cudahy	Partial	72	Redondo Beach	NearOpt
46	Culver City	Opt	86	Rolling Hills	Opt
45	Diamond Bar	NearOpt	85	Rolling Hills Estates	Opt
58	Downey	Non	35	Rosemead	Partial
10	Duarte	Non	20	San Dimas	Partial
33	El Monte	Partial	4	San Fernando	Partial
64	El Segundo	Opt	27	San Gabriel	NearOpt
68	Gardena	Opt	24	San Marino	Opt
5	Glendale	Partial	3	Santa Clarita	Non
11	Glendora	Partial	57	Santa Fe Springs	Partial
80	Hawaiian Gardens	Non	43	Santa Monica	Opt
62	Hawthorne	Partial	13	Sierra Madre	Opt
78	Hermosa Beach	NearOpt	81	Signal Hill	Partial
14	Hidden Hills	Opt	39	South El Monte	Non
53	Huntington Park	Partial	60	South Gate	Non
40	Industry	Partial	25	South Pasadena	Non
54	Inglewood	Partial	26	Temple City	NearOpt
23	Irwindale	Partial	74	Torrance	Opt
7	La Canada Flintridge	Partial	49	Vernon	Partial
56	La Habra Heights	Non	41	Walnut	NearOpt
65	La Mirada	NearOpt	36	West Covina	Partial
42	La Puente	Partial	34	West Hollywood	Opt
19	La Verne	Non	16	Westlake Village	Opt
79	Lakeview	Non	50	Whittier	Non

# Los Angeles County Dental Deserts



- Dental Clinics
- Medical Potential Partner
- Dental Deserts

